



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
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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, June 25, 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 Erik Lineback, Oak Run Bible Church

Pledge of Allegiance: Supervisor Baugh

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Take the following actions: (1) Adopt a resolution, effective June 25, 2019, which: (a) adopts the budget for Fiscal Year (FY) 2019-20; (b) approves Committed Fund Balances for FY 2019-20; (c) adopts the FY 2019-20 Schedule of Position Allocations by budget unit; and (d) adopts the County Salary Plan; and (2) adopt a salary resolution which reflects the position allocation amendments approved in the FY 2019-20 budget effective July 7, 2019.

General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

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

No General Fund Impact

No Vote

R 3 Presentation

Receive a presentation from the NorCal Community Recovery Team to provide an update on recovery efforts for the Carr and Delta fires.

No Additional General Fund Impact

No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and

consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

GENERAL GOVERNMENT

C 1 Auditor-Controller

Adopt a resolution which: (1) Establishes the Shasta County appropriations limit at \$204,839,334 for Fiscal Year 2019-20; and (2) sets the annual adjustment factors used to calculate the appropriations limit: (a) the percentage change (5.62%) in local assessment roll from preceding year due to the addition of local non-residential new construction; and (b) the percentage change (1.02%) in population within the incorporated areas in Shasta County.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on June 18, 2019, as submitted.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Approve and authorize the Chairman to sign a letter designating Dignity Health Connected Living (formerly known as Shasta Senior Nutrition Program) as the official Shasta County Food Bank for Fiscal Years 2019-20 and 2020-21.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 4 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign an amendment to the agreement with JUMP Technology Services, LLC, to provide Adult Protective Services' case management software, support, and maintenance (system) which adds an enhancement to the system, increases maximum compensation by \$2,000 for a new total of \$55,920, and retains the period July 1, 2018 through June 30, 2021.

No Additional General Fund Impact

Simple Majority Vote

C 5 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a renewal agreement with Telecare Corporation in an amount not to exceed \$500,000 to provide residential mental health rehabilitation and skilled nursing facility services for the period July 1, 2019 through June 30, 2022.

No Additional General Fund Impact

Simple Majority Vote

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

Adopt a salary resolution, effective July 7, 2019, which amends the Shasta County Position Allocation List as follows: (1) Delete 1.0 Full-Time Equivalent (FTE)

vacant Agency Staff Services Analyst I/II and add 1.0 FTE Staff Services Analyst I/II in the Health and Human Services Agency (HHSA) – Business and Support Services budget; and (2) delete 1.0 FTE vacant Typist Clerk I/II and add a 1.0 FTE Office Assistant I/II in the HHSA - Public Health budget.

No Additional General Fund Impact Simple Majority Vote

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

Approve and authorize the Chairman to sign two renewal training agreements with the Regents of the University of California, Davis for the period July 1, 2019 through June 30, 2020: (1) In the amount of \$25,500 for child welfare staff in the Health and Human Services Agency (HHSA) Children's Services Branch; and (2) in the amount of \$136,000 for additional HHSA staff.

No Additional General Fund Impact Simple Majority Vote

C 8 Health and Human Services Agency-Office of the Director

Reappoint Dave Jones and Dean Germano to serve four-year terms from September 1, 2019 to August 31, 2023 on the Partnership HealthPlan of California Commission.

No Additional General Fund Impact Simple Majority Vote

C 9 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign a renewal agreement with Nurse-Family Partnership® (NFP) in the amount not to exceed \$143,750 for a non-exclusive limited right and license to use NFP's proprietary property, receive access to the NFP Program, and related mandatory training for the period July 1, 2019 through June 30, 2023.

No Additional General Fund Impact Simple Majority Vote

C 10 Housing and Community Action Programs

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Social Service Data Solutions, LLC DBA Decipher HMIS to provide the submission of the Continuum of Care Consolidated Application for the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties Continuum of Care which changes the start date of the agreement from September 18, 2018 to July 1, 2018 and retains the maximum compensation amount of \$18,000.

No Additional General Fund Impact Simple Majority Vote

C 11 Housing and Community Action Programs

Approve and authorize the Chairman to sign three agreements for Homeless Emergency Aid Program (HEAP) funding to provide homeless services for the period July 1, 2019 through June 30, 2021 with: (1) Plumas Crisis Intervention and Resource Center (PCIRC) in Plumas County in an amount not to exceed \$196,836.29; (2) PCIRC in Sierra County in an amount not to exceed \$39,270.84;

and (3) Hill Country Community Clinic in Shasta County in an amount not to exceed \$134,778.59 for Homeless Youth Set-Aside.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 12 District Attorney

Adopt a resolution which approves and authorizes the Shasta County District Attorney to: (a) Serve as the grant agent for Shasta County with regard to an ongoing grant from the Victim Compensation & Government Claims Board for the purpose of fines and restitution orders administration (Program); (b) sign the Program grant award agreement in an amount not to exceed \$202,758, for the period July 1, 2019 through June 30, 2022, subject to approval as to form by County Counsel and subject to approvals by Risk Management and the Chief Information Officer; and (c) execute and submit future Program-related documents and payment requests, including any retroactive applications, agreements, and amendments, which may be necessary for the implementation of the Program through June 30, 2022.

No Additional General Fund Impact

Simple Majority Vote

C 13 Sheriff

Take the following actions: (1) Accept the donation of a canine (K-9) purchased for the Shasta County Sheriff's Office by the "Friends of Shasta County K-9", a nonprofit organization, valued at \$11,000; and (2) authorize the Auditor-Controller to pay invoices for usual and customary charges for a new canine which were incurred after June 20, 2019 and prior to acceptance of this donation.

No Additional General Fund Impact

Simple Majority Vote

C 14 Sheriff-Jail

Approve and authorize the Chairman to sign a renewal agreement with the Anderson Union High School District in an amount not to exceed \$250,000 to provide an adult education program for inmates at the Shasta County Jail (funded with State Average Daily Attendance funds and the Sheriff's Inmate Welfare Fund) for the period July 1, 2019 through June 30, 2022, with two automatic one-year renewals.

No General Fund Impact

Simple Majority Vote

C 15 Sheriff-Jail

Approve and authorize the Chairman to sign a no compensation evergreen renewal agreement with the County of Los Angeles to provide reciprocal intrastate prisoner transportation services effective date of signing.

No Additional General Fund Impact

Simple Majority Vote

C 16 Sheriff-Jail

Approve and authorize the Chairman to sign a renewal agreement with North State Security, Inc., with a maximum compensation of \$198,000 to provide inmate security services off-site of the Shasta County Jail for the period July 1, 2019 through June 30, 2022.

No Additional General Fund Impact

Simple Majority Vote

C 17 Sheriff-Jail

Approve and authorize the Chairman to sign a renewal agreement with Law Search Associates, LLC DBA Legal Research Associates with a maximum compensation of \$500,000 to continue to provide outside legal research materials and services to inmates of the Shasta County Jail for the period October 21, 2019 through June 30, 2023, with two automatic one-year renewals.

No General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 18 Public Works

Approve and authorize the Chairman to sign a retroactive amendment to the lease agreement with Macy's Flying Service Inc., to extend the term allowed to construct improvements at the Fall River Mills Airport from May 1, 2019 through November 30, 2019.

No General Fund Impact

Simple Majority Vote

C 19 Public Works

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Stantec Consulting Services, Inc., to provide environmental services for the Riverland Drive Widening Project, to increase compensation by \$58,500, for a new total not to exceed \$170,000 and retains the term of February 7, 2018 through December 31, 2020.

No General Fund Impact

Simple Majority Vote

C 20 Public Works

County Service Area No. 17-Cottonwood

On behalf of County Service Area (CSA) 17-Cottonwood Sewer, take the following actions: (1) For the "Wastewater Treatment Plant Improvement Project," Contract No. 610498, approve plans and specifications and direct the Public Works Director to advertise for bids; and (2) authorize opening of bids on or after August 6, 2019, at 3 p.m.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 21 Resource Management

Environmental Health Division

Adopt a resolution which: (1) Authorizes the Department of Resource Management to apply for Used Oil Payment Program funds of approximately \$28,371 on behalf of the County of Shasta and the cities of Anderson and Shasta Lake for used oil and used oil filter collection and recycling activities, educational activities, and mitigation of used oil in storm water runoff; (2) authorizes the County of Shasta to act as the lead agency on its own behalf and its participating jurisdictions, the cities of Anderson and Shasta Lake; (3) appoints the Director of Resource Management as Signature Authority for Shasta County; and (4) authorizes expenditures during Fiscal Years 2019-20 and 2020-21.

No Additional General Fund Impact

Simple Majority Vote

OTHER DEPARTMENTS

C 22 County Service Area No. 1-County Fire

Approve and authorize the Chairman to sign a renewal Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$4,802,762 to provide administration of the Shasta County Fire Department for the period July 1, 2019 through June 30, 2020.

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 an SR7 wildfire early detection and notification pilot project; and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

R 5 Treasurer-Tax Collector/Public Administrator

Approve and authorize the Chairman to sign an Order of Discharge of Accountability pursuant to Revenue and Taxation Code section 2611.1 in the amount of \$181,467.55 for unsecured property taxes made in calendar years 2005 through 2007 plus \$18,145.42 in penalties and \$300.00 on the unpaid unsecured property taxes.

General Fund Impact

Simple Majority Vote

SCHEDULED HEARINGS

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

HEALTH AND HUMAN SERVICES

R 6 Housing and Community Action Programs

Take the following actions: (1) Conduct a public hearing; (2) close the public hearing; and (3) approve the proposed 2020-21 Community Action Plan which establishes local policies for the administration of the Community Services Block Grant.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

R 7 Public Works

County Service Area No. 8-Palo Cedro Water and Sewer

Take the following actions on behalf of County Service Area (CSA) No. 8-Palo Cedro Water and Sewer: (1) Conduct a public hearing to consider adopting an ordinance which establishes connection and inspection fees for CSA No. 8-Palo Cedro Sewer; (2) close the public hearing; and (3) introduce and waive the reading of an Ordinance of the Board of Supervisors of the County of Shasta County Service Area No. 8-Palo Cedro Water and Sewer, Setting Forth Charges and Fees for Various Services.

No General Fund Impact

Simple Majority Vote

OTHER AGENCIES

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Housing Authority. (See the green agenda.)

The Shasta County Housing Authority will adjourn and reconvene as the Shasta County In-Home Supportive Services (IHSS) Public Authority Governing Board. (See the goldenrod agenda.)

The Shasta County In-Home Supportive Services (IHSS) Public Authority Governing Board will adjourn and reconvene as the Shasta County Water Agency. (See the purple agenda.)

The Shasta County Water Agency will adjourn and reconvene as the Shasta County Board of Supervisors.

CLOSED SESSION ANNOUNCEMENT

R 8 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 15 minutes):

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code section 54957.6):

Agency Negotiators:

County Executive Officer Larry Lees
Personnel Director Angela Davis

Chief Labor Negotiator Gage Dungy, Liebert Cassidy Whitmore

Employee Organization:

Professional Peace Officers Association

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:
07/02/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
07/04/2019		HOLIDAY	
07/09/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
07/11/2019		Planning Commission Meeting Cancelled	
07/16/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
07/16/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
07/23/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
07/23/2019	3:30 p.m.	Planning Commission Special Meeting	Board Chambers
07/23/2019	4:00 p.m.	Planning Commission Special 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: June 25, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Adoption of the Fiscal Year 2019-20 Budget Resolution and Salary Resolution which includes the Schedule of Position Allocations, and the County Salary Plan

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Larry Lees, County Executive Officer

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

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

RECOMMENDATION

Take the following actions: (1) Adopt a resolution, effective June 25, 2019, which: (a) adopts the budget for Fiscal Year (FY) 2019-20; (b) approves Committed Fund Balances for FY 2019-20; (c) adopts the FY 2019-20 Schedule of Position Allocations by budget unit; and (d) adopts the County Salary Plan; and (2) adopt a salary resolution which reflects the position allocation amendments approved in the FY 2019-20 budget effective July 7, 2019.

SUMMARY

State Law prescribes certain actions necessary to approve and adopt the County's annual budget. These actions are presented today to comply with state law and to adopt a spending plan for Fiscal Year 2019-20.

DISCUSSION

The Board of Supervisors ("Board") conducted budget hearings on Tuesday, June 4, 2019. The Board received a report from the County Executive Officer ("CEO") and after careful review, consideration, and discussion, the Board approved the budget as recommended by the CEO. The State of California County Budget Act provides a central reference point of state code requirements, administrative directives and recommended practices pertaining to the form and content of the annual county budget. Shasta County adheres to the provisions of the County Budget Act.

Following is a brief description of each recommended action:

1. Government Code section 29089 requires a resolution for the adoption of the budget of the county, each dependent special district, and each other agency as defined in section 29002. The budget is comprised of the Recommended Budget as recommended by the CEO and approved by the Board of Supervisors:

Various technical corrections to the Recommended Budget recommended by the Auditor Controller and approved by the

CEO; and

By attachment, the Fiscal Year 2019-20 Schedule of Position Allocations by budget unit, and the County Salary Plan; and

Affirms that the budget, as adopted, is within the appropriations limit as required pursuant to statute; and

Reaffirms the budgetary policies, controls, and authorizations set out in Administrative Manual Policy #2-101, Budgetary Policies and Controls; and

Authorizes the Auditor-Controller, in consultation with the CEO, to make any technical adjustments to contingency reserves or fund balances, to be reflected in Fiscal Year 2019-20 appropriations, as necessary to balance the budget after the posting of accruals.

Authorizes the Auditor-Controller, in consultation with the CEO, to transfer money from one fund to another if the Board of Supervisors has authority over each fund, as necessary during Fiscal Year 2019-20.

2. The Board adopted Administrative Policy 2-104, Fund Balance Policy for Financial Statement Reporting on March 1, 2011. The classification "Committed Fund Balance" includes amounts that can be used only for the specific purpose determined by the Board. Commitments may be changed or lifted only by the Board taking the same formal action that imposed the constraint originally. The formal action must occur prior to the end of the reporting period (June 30th), and the amount which will be subject to the constraint may be determined in the subsequent period. Therefore, it is recommended that the Board adopt a resolution which establishes committed fund balance classification for those funds formally constrained to be used for a specific purpose.

3. Adopting a Salary Resolution will make those personnel changes included in the Fiscal Year 2019-20 Budget approved by the Board on June 4, 2019.

Staffing Levels

The FY 2019-20 Budget includes a workforce of 2,041 full time equivalents. This includes a net increase of three full time equivalents.

As of March 30, 2019, total vacancies were 266, or 13 percent. The CEO confers with Support Services - Personnel to review all requests to fill positions.

Technical and Balancing Adjustments

This element allows the Auditor-Controller to make technical adjustments necessary to balance the budget after the actual year-end postings are complete for the 2018-19 Fiscal Year. Occasionally these adjustments require the Auditor-Controller to transfer money between funds; such action is in accordance with Government Code section 25252. Any adjustments will be made after consultation with the CEO to ensure there is agreement as to final determinations. The Adopted Budget Resolution will allow the Auditor-Controller to reduce Fiscal Year 2019-20 appropriations if adequate fund balance is not available to support the Adopted Budget.

The review and compilation of the budget may on occasion require various technical adjustments to the Fiscal Year 2019-20 Adopted Budget. These adjustments are recommended by the Auditor-Controller, approved by the CEO, and communicated to the affected departments.

ALTERNATIVES

The Board conducted Fiscal Year 2019-20 Budget Hearings on June 4, 2019, and directed the CEO to return with the Fiscal Year 2019-20 Budget Resolution.

OTHER AGENCY INVOLVEMENT

The FY 2019-20 Budget Resolution was prepared by the County Administrative Office with the concurrence of the Auditor-

Controller. The Fiscal Year 2019-20 Position Allocation was prepared by the Personnel Department based on recommendations made by the County Administrative Office and as a result of action of the Board at Budget Hearings.

FINANCING

The Fiscal Year 2019-20 Budget totals approximately \$494.5 million after adjustments. The total funding requirement for the General Fund, which includes the subsidy to non-general fund departments, is \$85.5 million. This will be offset by revenue, \$84.5 million, leaving a structural imbalance of \$1.5 million. This will be offset by use of fund balance carryover and General Fund General Purpose fund balance. The carryover estimate is developed through a joint effort of staff in the Auditor-Controller’s Office and the County Administrative Office. The actual budget total is to be calculated by the Auditor-Controller after processing all adjustments and final determination of year-end fund balances.

The Budget takes into consideration the overall financial health of the organization as well as specific areas of interest to the Board and the public in general. It is an attempt to maximize the use of available resources to provide a wide range of service delivery, yet maintain a quality of service of which we can be proud.

Department heads and their fiscal managers are to be commended for their willingness to manage spending within available resources while continuing to meet the needs of our community.

ATTACHMENTS:

Description	Upload Date	Description
FY 2019-20 Salary Resolution	6/15/2019	FY 2019-20 Salary Resolution
FY 2019-20 Budget Resolution	6/18/2019	FY 2019-20 Budget Resolution

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 July 7, 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>Approx. Monthly F Step</u>
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AG COMMISIONER/SEALER OF WEIGH – Cost Center 280DELETE

	Agric & Stds Program Assist I or	C	1	1.0	1461	UPEC	381	2589	3304
	Agric & Stds Program Assist II	C				UPEC	391	2718	3469

DEPT OF CHILD SUPPORT SERVICES – Cost Center 228DELETE

60	Child Support Assistant I or	C	3	3.0	1246	UPEC	358	2314	2953
					1248				
60	Child Support Assistant II	C			1252	UPEC	372	2477	3162
60	Child Support Assistant III	C	1	1.0	1844	UPEC	382	2601	3320
60	Child Support Specialist I or	C	4	4.0	1606	UPEC	392	2732	3486
					1622				
60	Child Support Specialist II	C			1623 1624	UPEC	417	3086	3938
	Legal Secretary	C	1	1.0	2433	UPEC	406	2925	3733

HEALTH SERVICES-HHSA – Cost Center 502DELETE

60	Office Assistant I or	C	1	1.0	3347	UPEC	347	2193	2799
60	Office Assistant II	C				UPEC	358	2314	2953

ADD

60	Account Clerk III	C	1	1.0		UPEC	390	2705	3452
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Salary Resolution

June 25, 2019

Page 2 of 10

<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>Approx. Monthly F Step</u>
60	Staff Services Analyst I or	C	3	3.0		UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740

HEALTH SERVICES-MHSA – Cost Center 404FROM

	Licensed Vocational Nurse	C	1	1.0	3298	PROF	424	3305	4218
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TO

	Community Mental Health Worker	C	1	1.0		UPEC	379	2563	3271
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DELETE

39,44,51	HHSA Program Manager	C	1	1.0	1674	MMBU	543	5934	7575
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	Typist Clerk III	C	1	1.0	2327	UPEC	371	2465	3146
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ADD

	Clinical Psychologist I or	C				PROF	531	5570	7109
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3	Clinical Psychologist II or	C				PROF	551	6141	7838
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3	Clinical Psychologist III or	C				PROF	571	6770	8641
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	Mental Hlth Clinician I or	C	2	2.0		PROF	511	5052	6448
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3	Mental Hlth Clinician II or	C		PROF	531	5570	7109
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3	Mental Hlth Clinician III or	C		PROF	551	6141	7838
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76,77	Staff Nurse I or	C				PROF	511	5052	6448
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3,76,77	Staff Nurse II	C				PROF	521	5305	6770
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60	Assist Social Worker or	C	1	1.0		UPEC	418	3101	3958
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60	Social Worker	C		UPEC	448	3589	4581
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Salary Resolution

June 25, 2019

Page 3 of 10

<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>Approx. Monthly F Step</u>
HEALTH SERVICES-PH-CCSS – Cost Center 417									
<u>DELETE</u>									
60	Assist Social Worker or	C	1	1.0	1587	UPEC	418	3101	3958
60	Social Worker	C				UPEC	448	3589	4581
60	Certified Occup Therapy Assist or	C				PROF	473	4197	5356
	Licensed Physical Therap Asst or	C				PROF	473	4197	5356
60	Occupational Therapist I or	C	1	1.0	1463	PROF	540	5820	7429
60	Occupational Therapist II or	C				PROF	560	6417	8190
60	Physical Therapist I or	C				PROF	540	5820	7429
60	Physical Therapist II	C				PROF	560	6417	8190
HOUSING & COMM ACTION PROGRAM – Cost Center 543									
<u>DELETE</u>									
60	Assist Social Worker or	C	1	1.0	1544	UPEC	418	3101	3958
60	Social Worker	C				UPEC	448	3589	4581
	Clerk III	C	1	1.0	3320	UPEC	371	2465	3146
	Housing Programs Specialist	C	3	3.0	2893 2891 2892	UPEC	414	3041	3881
	Housing Rehabilitation Spec I or	C	1	1.0	3321	UPEC	442	3486	4449
	Housing Rehabilitation Spec II	C				UPEC	467	3938	5026
26,39,44,51,60	Program Manager I	C	1	1.0	3355	MMBU	520	5305	6771
60	Staff Services Analyst I or	C	1	1.0	3319	UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740

Salary Resolution

June 25, 2019

Page 4 of 10

<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>Approx. Monthly F Step</u>
HOUSING REHABILITATION – Cost Center 596									
<u>ADD</u>									
31,51	Community Development Coord	C	1	1.0		SUPV	514	4930	6291
INFORMATION TECHNOLOGY – Cost Center 925									
<u>ADD</u>									
	IT Appl Support Analyst	C	2	2.0		UPEC	507	4787	6110
MENTAL HEALTH – Cost Center 410									
<u>DELETE</u>									
60	Assist Social Worker or	C	1	1.0	3399	UPEC	418	3101	3958
60	Social Worker	C				UPEC	448	3589	4581
<u>ADD</u>									
	Community Mental Health Worker	C	1	1.0		UPEC	379	2563	3271
PHA HOUSING ASSISTANCE - Cost Center 593									
<u>ADD</u>									
60	Assist Social Worker or	C	1	1.0		UPEC	418	3101	3958
60	Social Worker	C			UPEC	448	3589	4581	
	Clerk III	C	1	1.0		UPEC	371	2465	3146
	Housing Programs Specialist	C	3	3.0		UPEC	414	3041	3881
	Housing Rehabilitation Spec I or	C	1	1.0		UPEC	442	3486	4449
	Housing Rehabilitation Spec II	C			UPEC	467	3938	5026	
26,39,44,51,60	Program Manager I	C	1	1.0		MMBU	520	5305	6771

Salary Resolution

June 25, 2019

Page 5 of 10

<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>Approx. Monthly F Step</u>
60	Staff Services Analyst I or	C	1	1.0	3319	UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740

PUBLIC HEALTH – Cost Center 411DELETE

	Public Hlth Nurse II or	C	1	1.0	2861	PROF	529	5516	7040
	Public Hlth Nurse III	C				PROF	539	5792	7392
	Public Hlth Nutritionist I or	C	1	1.0	2259	PROF	487	4493	5735
	Public Hlth Nutritionist II	C				PROF	502	4835	6171

ADD

	Community Mental Health Worker	C	1	1.0		UPEC	379	2563	3271
	Disease Investigation Spec I or	C	1	1.0		UPEC	472	4035	5151
	Disease Investigation Spec II	C				UPEC	488	4363	5569
59	Peer Support Specialist	C	2	2.0		UPEC	379	2563	3271
	Public Hlth Nurse I or	C				PROF	499	4765	6081
	Public Hlth Nurse II or	C	1	1.0		PROF	529	5516	7040
12	Registered Nurse (Public Hlth)	C				PROF	501	4811	6141
	Senior Public Health Assistant	C	1	1.0		UPEC	396	2785	3555
31,51	Suprvsg Public Health Nurse	C	1	1.0		SUPV	555	6021	7685

PUBLIC WORKS-ROADS – Cost Center 301ADD

47,60	Accountant Auditor III	C	1	1.0		UPEC	488	4363	5569
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Salary Resolution

June 25, 2019

Page 6 of 10

<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>Approx. Monthly F Step</u>
RES MGMT-BUILDING DIVISION – Cost Center 282									
<u>DELETE</u>									
	Data Entry Operator III	C	1	1.0	2086	UPEC	383	2614	3336
<u>ADD</u>									
	Assistant Permit Specialist or	C				UPEC	414	3041	3881
	Associate Permit Specialist or	C	1	1.0		UPEC	444	3520	4493
	Senior Permit Specialist	C				UPEC	474	4075	5201
	Building Inspector III	C	1	1.0		UPEC	495	4515	5762
RES MGMT-ENVIRONMENTAL HEALTH – Cost Center 402									
<u>ADD</u>									
	Environ Health Specialist Trne or	C	1	1.0		PROF	459	3920	5003
	Environ Health Specialist	C				PROF	489	4538	5792
SHERIFF – Cost Center 235									
<u>FROM</u>									
60	Accountant Auditor I or	C	2	2.0		UPEC	438	3419	4363
60	Accountant Auditor II	C			2539 2538	UPEC	468	3958	5051
	Senior Account Clerk	C	1	1.0	1987	UPEC	390	2705	3452
<u>TO</u>									
47,60	Accountant Auditor III	C	1	1.0		UPEC	488	4363	5569
60	Account Clerk I or	C	2	2.0		UPEC	347	2193	2799
60	Account Clerk II	C				UPEC	365	2394	3056
<u>DELETE</u>									
	Crime Analyst	C	1	1.0	1554	UPEC	459	3787	4834

Salary Resolution

June 25, 2019

Page 7 of 10

<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>Approx. Monthly F Step</u>
	Investigative Services Analyst	C	1	0.5	2968	PROF	466	4056	5177
	Sheriff's Records Spec I or	C	1	1.0	2651	UPEC	366	2406	3071
	Sheriff's Records Spec II	C				UPEC	386	2653	3385
	Sheriff's Records Spec III	C	1	1.0	2949	UPEC	396	2785	3555
<u>ADD</u>									
	Agency Staff Servs Analyst I	C	1	1.0		UPEC	425	3208	4095

SHERIFF'S CIVIL UNIT– Cost Center 237DELETE

	Legal Process Clerk I or	C	1	1.0	1470	UPEC	361	2348	2996
	Legal Process Clerk II	C				UPEC	381	2589	3304
	Legal Secretary	C	1	1.0	1571	UPEC	406	2925	3733

ADD

	Sheriff's Records Spec III	C	1	1.0		UPEC	396	2785	3555
	Sheriff's Record Spec I	C	1	1.0		UPEC	366	2406	3071
	Sheriff's Record Spec II	C				UPEC	386	2653	3385

SHERIFF – COUNTY JAIL – Cost Center 260DELETE

42	Public Safety Service Officer	C	4	4.0	2287 2291 2292 2293	UPEC	388	2678	3419
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SOCIAL SERVICES & BEN ADMIN – Cost Center 501DELETE

	Clinical Psychologist I or	C				PROF	531	5570	7109
3	Clinical Psychologist II or	C				PROF	551	6141	7838

Salary Resolution

June 25, 2019

Page 8 of 10

<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>Approx. Monthly F Step</u>
3	Clinical Psychologist III or	C				PROF	571	6770	8641
	Mental Hlth Clinician I or	C				PROF	511	5052	6448
			1	1.0	2541				
3	Mental Hlth Clinician II or	C				PROF	531	5570	7109
3	Mental Hlth Clinician III or	C				PROF	551	6141	7838
76,77	Staff Nurse I or	C				PROF	511	5052	6448
3,76,77	Staff Nurse II	C				PROF	521	5305	6770
60	Eligibility Worker I or	C				UPEC	384	2627	3352
			1	1.0	3246				
60	Eligibility Worker II	C				UPEC	409	2968	3787
60	Staff Services Analyst I or	C				UPEC	425	3208	4095
			1	1.0	1698				
60	Staff Services Analyst II	C				UPEC	455	3714	4740
<u>ADD</u>									
60	Assist Social Worker or	C				UPEC	418	3101	3958
			1	1.0					
60	Social Worker or	C				UPEC	448	3589	4581
60	Assist Social Worker or	C				UPEC	418	3101	3958
60	Social Worker or	C	4	4.0		UPEC	448	3589	4581
60	Senior Social Worker	C				UPEC	473	4055	5176
39,44,51	HHSA Program Manager	C	1	1.0		MMBU	543	5934	7575
60	Office Assistant I or	C				UPEC	347	2193	2799
			1	1.0					
60	Office Assistant II	C				UPEC	358	2314	2953
59	Peer Support Specialist	C	2	2.0		UPEC	379	2563	3271
	Typist Clerk III	C	1	1.0		UPEC	371	2465	3146

Salary Resolution

June 25, 2019

Page 9 of 10

<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>Approx. Monthly F Step</u>
<u>SOCIAL SERVICES – OPP CENTER – Cost Center 530</u>									
<u>DELETE</u>									
33	Employment Services Instr I or	C	2	2.0	3271	UPEC	347	2193	2799
33	Employment Services Instr II	C			3272	UPEC	358	2314	2953
60	Office Assistant III	C	1	1.0	3409	UPEC	371	2465	3146
<u>ADD</u>									
31,51	Employment Services Supervisor	C	1	1.0		SUPV	433	3320	4237
<u>SUBSTANCE ABUSE – PERINATAL – Cost Center 425</u>									
<u>ADD</u>									
	Mental Hlth Clinician I or	C	1	1.0		PROF	511	5052	6448
3	Mental Hlth Clinician II or	C				PROF	531	5570	7109
<u>VETERANS SERVICE OFFICE – Cost Center 570</u>									
<u>ADD</u>									
	Veterans Services Rep I or	C	1	0.5		UPEC	385	2640	3369
	Veterans Services Rep II or	C				UPEC	405	2910	3714
	Veterans Services Rep III	C				UPEC	415	3056	3900

Salary Resolution

June 25, 2019

Page 10 of 10

DULY PASSED AND ADOPTED this 25th day of June, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LEONARD MOTY, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____
Deputy

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING THE BUDGET FOR FISCAL YEAR 2019-20 AND APPROVES
COMMITTED FUND BALANCES FOR FISCAL YEAR 2019-20**

WHEREAS, on June 4, 2019, the Board of Supervisors approved using the procedures in section 29064(c) of the Government Code for adopting the Fiscal Year 2019-20 budget; and

WHEREAS, in accordance with section 29064(c) and 29080 of the California Government Code, the Board of Supervisors conducted a public hearing on the Fiscal Year 2019-20 recommended budget; and

WHEREAS, in accordance with section 29092 of the California Government Code the Auditor-Controller is authorized to make any technical adjustments to contingency reserves or fund balances as necessary to balance the budget after the posting of accruals; and

WHEREAS, in accordance with section 29007 of the California Government Code there shall be a schedule supporting the adopted budget or separate ordinance or resolution, setting forth for each budget unit the salary rate or range for each position classification, and the total allocated positions approved by the board; and

WHEREAS, in accordance with section 25252 of the California Government Code the Board of Supervisors of a county by resolution may authorize the Auditor-Controller to transfer money from one fund to another if the Board of Supervisors has authority over each fund; and

WHEREAS, in accordance with section 29064(c) of the California Government Code the required deadline for adoption of the recommended budget, including any revisions of, deductions from, or increases or additions to, is no later than June 30, 2019; and

WHEREAS, GASB 54 requires, for financial reporting purposes, that the formal action to establish committed fund balance to a specific purpose occur before the end of the reporting period; and

WHEREAS, Administrative Policy 2-103, Budgetary Reserves, establishes a general reserve target balance of 5 percent of unrestricted General Fund resources, with a minimum of a \$10 million balance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby adopts the Budget for Fiscal Year 2019-20, said budget comprised of the Recommended Budget as recommended by the County Executive Officer and approved by the Board of Supervisors prior to Budget Hearings on record with the Clerk of the Board and incorporated by reference in this resolution, with inclusion of the following:

Resolution No. 2019-_____

Page 2

Various technical corrections to the Recommended Budget recommended by the Auditor-Controller and approved by the CEO; and

By attachment, the Fiscal Year 2019-20 Schedule of Position Allocations by budget unit, and the County Salary Plan; and

Affirms that the budget, as adopted, is within the appropriations limit as required pursuant to statute; and

Reaffirms the budgetary policies, controls, and authorizations set out in *Administrative Manual Policy #2-101, Budgetary Policies and Controls*; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors authorizes the Auditor-Controller, in consultation with the County Executive Officer, to make any technical adjustments to contingency reserves or fund balances, to be reflected in Fiscal Year 2018-19 appropriations, as necessary to balance the budget after the posting of accruals; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors established a committed fund balance classification for those funds formally constrained to be used for a specific purpose (line items, specific purpose and amounts detailed above).

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors authorizes, in accordance with GASB 54, the establishment of committed funds herein, in the subsequent period before financial statements are issued.

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors authorizes the Auditor-Controller, in consultation with the County Executive Officer, to commit; \$15 million for Capital Projects; \$50 million for cash flow; and \$10,882,592 for General Reserve.

BE IT FURTHER RESOLVED that committed funds cannot be used for any other purpose unless the Shasta County Board of Supervisors takes the same action it employed to impose the commitment to remove or change the limitation.

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors, pursuant to Government Code section 25252, authorizes the Auditor-Controller, in consultation with the County Executive Officer, to transfer money from one fund to another if the Board of Supervisors has authority over each fund, as public interest requires during Fiscal Year 2019-20.

Resolution No. 2019-_____

Page 3

DULY PASSED AND ADOPTED this 25th day of June, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LEONARD MOTY, 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: June 25, 2019

CATEGORY: PRESENTATIONS-2.

SUBJECT:

Library - Shasta Public Library System Update

DEPARTMENT: Presentation

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Elaine Grossman, Senior Administrative Analyst

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

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

Pursuant to the County's library system operations agreement with the City of Redding, there is an annual presentation to the Board.

ALTERNATIVES

The presentation is for informational purposes.

OTHER AGENCY INVOLVEMENT

City of Redding (City) Community Services Director Kim Niemer is the City contact regarding the Shasta Public Library System.

FINANCING

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

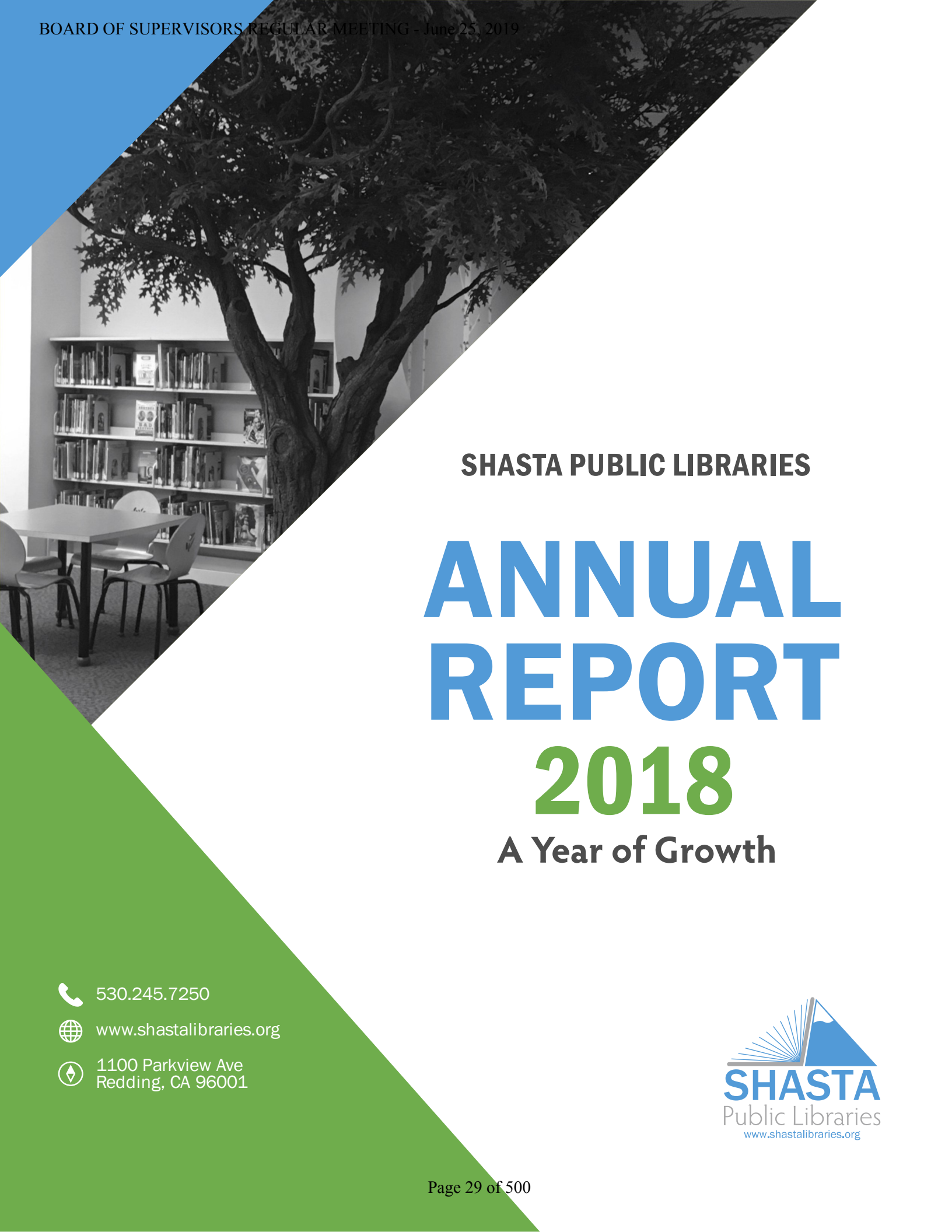
ATTACHMENTS:

Description

Upload Date

Description

2018 Annual Report	6/3/2019	2018 Annual Report
2018 Customer Satisfaction Survey	6/10/2019	2018 Customer Satisfaction Survey
2018 Highlights	6/10/2019	2018 Highlights



SHASTA PUBLIC LIBRARIES

ANNUAL REPORT 2018

A Year of Growth



530.245.7250



www.shastalibraries.org



1100 Parkview Ave
Redding, CA 96001



2018 Shasta Public Libraries Annual Report

2018 was an exciting year of growth at all three branches of the Shasta Public Libraries. Despite the devastating Carr Fire, we remain Shasta Strong. Youth programs engagement was at an all-time high throughout the system and circulation grew at Anderson and Burney while community partnerships continued to grow and thrive.

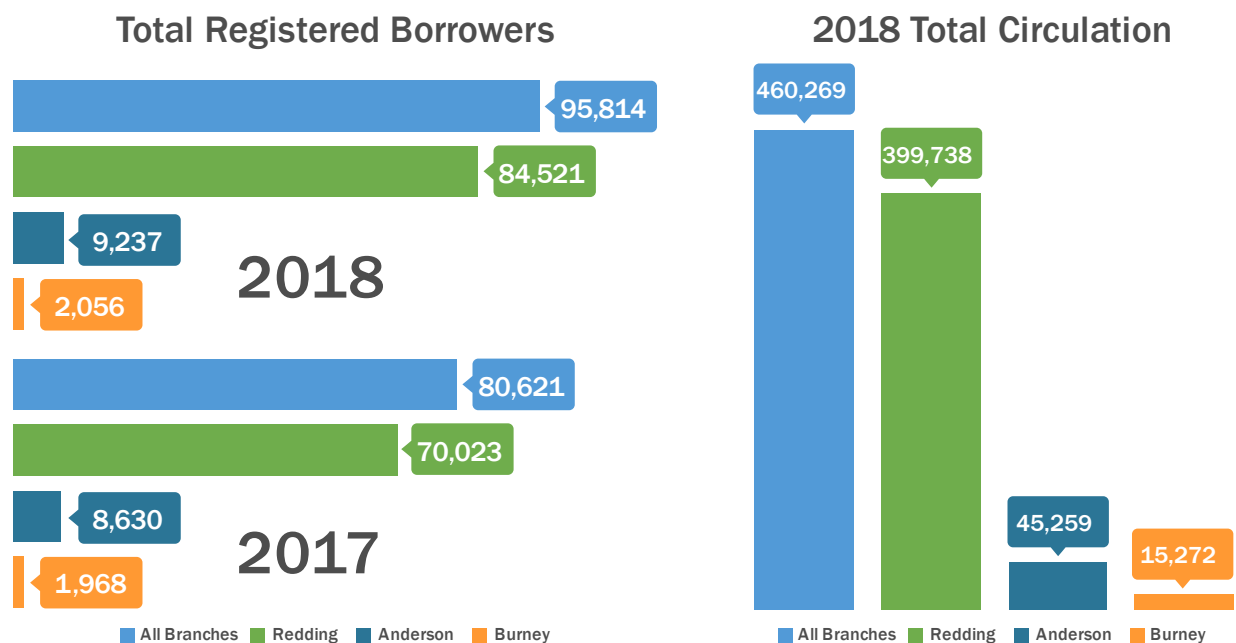
Library staff and the Shasta Library Foundation (SLF) successfully secured grants and donations to support programs. The Friends of the Shasta County Libraries (FOSCL) and the SLF remained significant financial contributors. The Friends of the Intermountain Libraries (FOIL) and the Friends of the Anderson Library (FOAL) also contributed generously. Approximately \$370,000 was collectively raised by the Libraries and its support groups.

The following report outlines 2018 accomplishments and highlights projects that will continue in 2019.

Library Usage & Collection

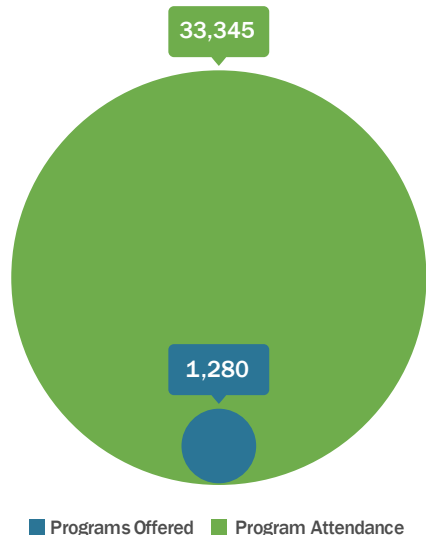
According to the 2018 Customer Satisfaction Survey, the feeling of safety at the Libraries increased 18% from the previous survey. Incident reports for 2018 were lower, averaging less than one per day. Other highlights include:

- Changes in policies and procedures resulted in increased revenue and efficiency. With a new fee structure, the Redding Library's Community Room realized \$2,360, an increase from \$1,275 in 2017 and \$165 in 2016.
- In Redding, sorter room procedures were streamlined to prepare for the \$220,000 Automated Materials Handling upgrade. These changes and the new equipment combined to reduce returns processing time from one-three weeks to one-three days.
- The Redding Library is cleaner and more organized with well-maintained displays and current, weeded collections as staff were assigned specific areas to maintain weekly.
- The *Test Drive Turtle Bay* program (a collaboration with Turtle Bay Exploration Park with funding from Tri Counties Bank) increased the number of museum passes available for checkout from four to 10. This significantly shortened the holds wait time and provided two permanent passes at the Anderson Library.
- Shasta Public Libraries received \$16,000 in *Zip Books* grant funding from the California State Library. In August, the Libraries received an additional \$3,000 to continue the program through September 2018. The *Zip Books* program is a popular and cost-effective alternative to inter-library loan.
- Reference collections were eliminated due to lack of use and outdated material, with some useful titles merged into circulating collections. The branches completed this project while Redding expects to be completed in early 2019. This effort resulted from 2018 Customer Satisfaction Survey and will make space for the Library of Things expansion.





Programs Offered & Total Attendance



Library Programs

Community partnerships continued to be a focus in 2018. New program partnerships were formed with the Shasta County Health and Human Services Agency-Community Health Advocates (CHA) and the Veterans Resource Center (VRC). The CHAs worked four hours each week at the Redding Library helping with CalFresh, Medi-Cal, Covered California and housing. VRC staff worked two hours a week assisting veterans and their families.

The Youth Department experienced a steady increase in program attendance at weekly storytimes and larger annual events. Highlights include:

- Redding's *Monday Babies, Books & Play* storytime (*Babies, Books, & Play*) was revamped, to the delight of patrons.
- The ever-popular *Rev, Rumble, & Roar* big truck event attendance increased to 2,130 attendees, the largest Shasta Public Libraries program to date.
- The Teen Advisory Board (TAB) focused on family programming and community engagement. They made and donated 126 bars of soap to One Safe Place.

For several years now, the second floor of the Redding Library has provided jigsaw puzzles and games for all to enjoy. Chess, in particular, was popular this year. Customers enjoyed assembling the puzzles and then seeing them on display.

The Anderson Library had a very successful year, offering 45 programs with 2,818 attendees. The Anderson Teen Advisory Board (TAB) will return to Anderson in January 2019.

Programs unique to the Burney Library included *Read and Ride*, a partnership with Burney Elementary School through which children read to receive ride bracelets for the Inter-Mountain Fair, and a job-shadowing program partnership with Burney Junior-Senior High School.

summer **Blast!** Read, Grow, & Learn



Summer Reading

What a great year! Signups significantly increased from the previous year with a total of 2,740 people signed up for the newly-named summer reading program, *Summer Blast!*. With the theme "Read, Grow, & Learn," *Summer Blast!* began on May 21st and ran through August 7th, extended one week from its original end date due to the Carr Fire. Summer 2018 highlights included:

- *Messy Paint Day*, the kick-off event for *Summer Blast!*, gave children the chance to throw paint-soaked sponges at a concrete wall, paint driftwood, paint with their feet, and more.
- *Youth Cooking Day Camp*, a partnership with the Shasta Community Health Center offered 'tweens the opportunity to prepare a recipe with a team and presented it to participants.
- *Summer Blast!* concluded with the *Harry Potter Birthday Party*. Teens made their own wands, enjoyed butterbeer and had their tea leaves read. Despite happening during the Carr Fire, the program was well-attended.
- During 2019, Youth Department staff will increase programming for 'tweens.





Shasta Literacy Program

The *Shasta Literacy Program* provides free one-on-one tutoring to adults in reading, writing, and math. Other services include GED tutoring, financial and computer literacy training, and professional, military, or citizenship test preparation.

iPads for tutors and learners were new in 2018, as was Reading Horizons, a popular and successful new online reading program. Online training and binders are available to train volunteer tutors.

In 2018, the *Shasta Literacy Program* attended monthly "Successful Transitions on Probation and Parole" (STOPP) meetings hosted by the Probation Department in conjunction with the California Department of Corrections, Parole Division. Participation enabled the Libraries to present to 729 offenders and service providers.



School Library Card Initiative

Growth continued as three new districts joined, for a total participation of 16 districts and one charter school - over 17,000 students served.

Data retrieval is in process for the other three school districts, and library staff members continue to work to onboard additional districts through MOU's with the City of Redding, the Shasta Public Libraries, and local school districts.



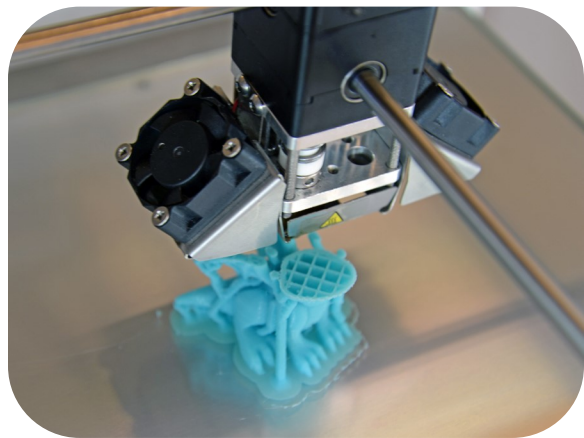
Staff members will continue working diligently to onboard the remaining nine Shasta County school districts into the School Library Card Initiative.

In 2018, Shasta Public Libraries was named a stakeholder in the Gateway Educational Options School. The initiative helped the school retain accreditation and enhance opportunities for collaboration.

Technology

Significant updates to networking and patron-facing equipment were completed. As patrons increasingly access Shasta Public Libraries' Wi-Fi and stream content using mobile devices, more bandwidth at a reasonable cost was necessary. The Library partnered with the Corporation for Education Network Initiatives in California (CENIC), resulting in ten times faster bandwidth in Redding, and 20 times faster bandwidth in Anderson and Burney. Other technology highlights include:

- The Square payment system was implemented to accept credit card payments through www.shastalibraries.org, Shasta Public Libraries' website.
- Seven new self-check stations were installed in Redding, including new touchscreen computers, Radio Frequency Identification (RFID) pads, and receipt printers. This technology dramatically improved patron experience and ease of checkout.
- A new materials sorter was installed and configured in Redding to optimize staff workload and ensure superior patron experience well into the future. This Automated Materials Handling (AMH) project will continue into the early months of 2019 with the installation of RFID pads, a self-check station in Anderson, and new security gates in Redding.
- A new videophone for the deaf and hearing impaired at Redding provides much-needed quality of life enrichment for residents who rely on adaptive technology.
- The Create It! Space at the Redding Library saw a significant increase in use. A second Oculus Rift (Virtual Reality) device, sewing machine, and vinyl cutter were added and are available for public use. Patrons made 933 unique computer reservations and worked creatively for 813 hours. More than 3,000 hours of 3D printing jobs were completed, using two miles of biodegradable Polylactic Acid (PLA) filament.

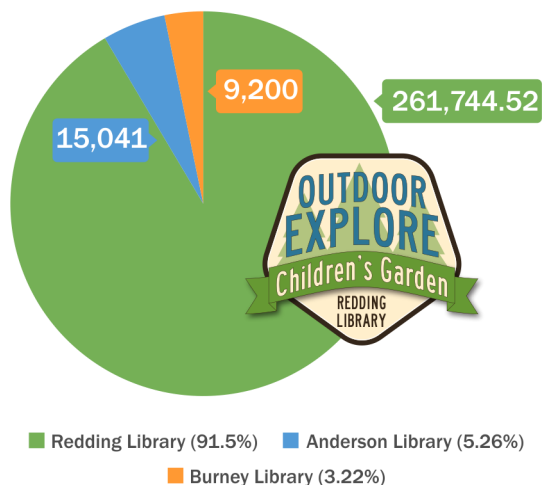




Grants and Donations

Shasta Public Libraries continued to excel in grant seeking and fundraising with \$285,985.52 in donated revenue in 2018, an increase of approximately \$51,000 from 2017. The Redding Library's Outdoor Explore Children's Garden received \$85,000 in grant funding from First 5 Shasta, The McConnell Fund at the Shasta Regional Community Foundation, and the Redding Rancheria Community Fund of the Shasta Regional Community Foundation. Library staff members continue to seek grant funding for materials and provide innovative programming, and capital improvements.

Grants & Donations



Replacement cost for all lost items during the Carr Fire was generously provided by The Rotary Club of Redding, Community Disaster Relief Fund of the Shasta Regional Community Foundation, and the Financial Institution Regulatory Authority (FINRA).

The Shasta Library Foundation's annual fundraiser, A Novel & Enchanted Affair, was held in November and included several fire-related changes. Though the event was postponed, and the venue changed to the Redding Library, the event saw overwhelming contributions of \$85,000 and positive feedback. The majority of funds raised will be allocated at the Spring 2019 Resource Committee Meeting.

Volunteers

In 2018, 226 individuals donated 16,330 hours of service. These hours are equivalent to 7.85 full-time positions with an estimated value of \$250,000+. The commitment and service of so many community members is deeply appreciated.



A new partnership with the Anderson Union High School District's Transitional Planning Program (TPP) resulted in more volunteers in 2018. TPP places students in workplaces where they gain up to 100 hours of paid vocational education, while the workplace receives free volunteer assistance.

Professional Development

Staff from all three branches participated in the 2018 Staff In-Service Day at the Redding Library and were trained in emergency and safety procedures and Brazelton Touchpoints (early childhood development). Staff also took time to explore the Create It! Space and participate in team building exercises. All staff pitched in to clean the library and maintain LS&S appearance standards.

Overall, staff attended 51 trainings, including the California Library Association (CLA), Public Library Association (PLA) and American Library Association (ALA) annual conferences. Training subjects included marketing, collection development, cataloging and classification, services for the mentally ill and the homeless, mandated reporter training, emerging library trends, programming, leadership, and customer service. During its conference, CLA honored the Libraries with a PRExcellence Award for the "Read 'n' Track" Reading Tracker App.

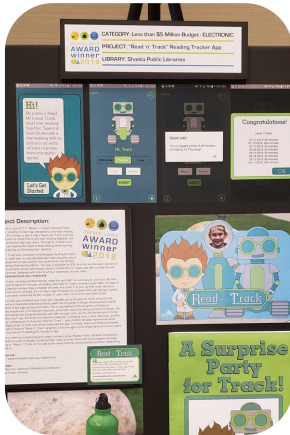


Photo used by permission from the California Library Association

Outreach

While the three libraries remained physically untouched by 2018's destructive California wildfires, the community was affected in many different ways. Library staff was committed to helping support the community. Shasta Public Libraries were flexible and responsive to community needs:

- All branches experienced loss of materials checked out to patrons who lost homes in the Carr Fire. Fines, fees, and loss of materials were waived for all affected patrons.
- All three branches participated in a book drive to rebuild home libraries, bringing in over 5,000 books. Adecco Staffing encouraged their US offices to send in popular children's titles, while three Redding Starbucks locations, First 5 Shasta, and Rotary Clubs hosted donation barrels. Distribution began in December 2018 and will continue in 2019.

During Fall 2018, the Libraries participated in five of the largest outreach events in Shasta County. This crucial outreach beyond Library walls connected staff to a diverse array of community members and introduced Library services to potential new patrons. The events included Project Homeless Connect, The Shasta County Mini Maker Faire, Shasta College's 8th Grade Career Days, North Valley Stand Down, and STEM Career Day.

Looking Ahead

In 2019, the Shasta Public Libraries plan to undertake a strategic planning process, using community input and best public library practices to set key goals and provide a roadmap to a successful future.

Conclusion

Shasta Public Libraries rose to the challenge in 2018, supporting the community through an incredibly challenging natural disaster. Staff showed determination and grace, ensuring the Libraries were safe, stable havens for learning, enrichment and access to technology.

The Libraries continue to improve and enjoy exceptionally strong patron service, fundraising, and volunteer commitment. Staff members work hard every day to raise the bar for patron service, collection management, and special programming, to advance the mission *to provide information, lifelong learning, inspiration, and enjoyment to people of all ages through reading and technology.*



Customer Satisfaction Survey 2018

The Shasta Public Libraries conducted the biennial Customer Satisfaction Survey in December 2018. A total of 446 Library users responded to the survey, which was posted online on the website and conducted in-house at all branch locations. Results were tallied by branch and by response type--paper or online. Online responses were collected as pertaining to all branches. The survey asked questions about use of collections and services, feelings of satisfaction with safety in the environment, the collection, and with staff interaction, and use of services and programs.

Results show a high rate of satisfaction with services at all branches and with the collections. Among notable results are the following. In addition, highlights are provided in the attached graphic.

- The majority of respondents reported they used the library to check out books (over 80%), while over 30% checked out DVDs and more than a quarter had used the library for research during the year.
- In Redding, many respondents visit the Friends Bookstore (42%).
- Computers are significant for 38% of Redding patrons (in-house responses), 30% in Anderson, and 28% in Burney, all statistically significant.
- Digital collections are rising in significance.
- Kindles were highly popular in Anderson (nearly 70% of respondents reporting use) and in Redding 47% of online respondents reported use.
- Patrons liked the board games available for checkout – 50% of online responses and 30% of patrons at Anderson reported use.
- Staff received very high ratings of satisfaction across the board.
- Feeling of being in a safe environment was very high in Burney and Anderson and shows positive direction in Redding (in-house responses).
- Children's programs were the most frequented programs in the libraries.

Overall, respondents reported a very high usage frequency, with the majority reporting using the library weekly in Anderson and Burney and for Redding in-house users. For online users, a monthly visit was the most reported usage category (still significant usage).



Customer Satisfaction Survey 2018

Patrons are SATISFIED or VERY SATISFIED

Safe Environment

85%

Library Marketing

93%

Children's Programming

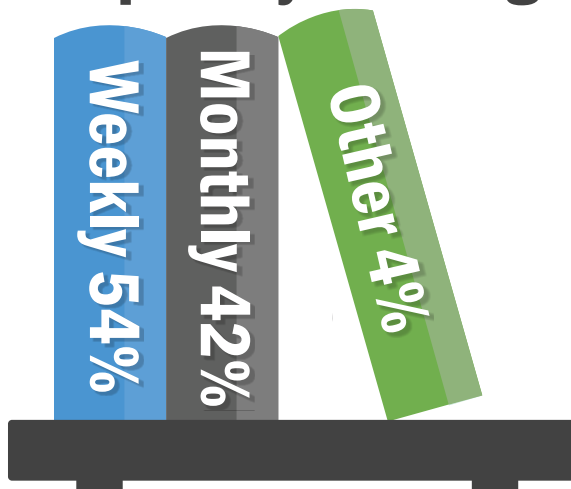
98%

Library Staff

100%

Patrons feel safer: 18% increase from 2016!

Frequency of Usage



Total Responses	457
Online	224
Redding	161
Anderson	54
Burney	18

"Thank you for doing
a great job!"

Books: Still Popular



...of participants said they used the library to find books.

Satisfaction with the Library website, our Friends of the Library bookstores, children's programs, & information research remain consistent and considerable among all responses.


Library of Things Suggestions:

- Musical Instruments
- Arts & Crafts Supplies
- Tools
- Video Games
- Educational Toys

Patrons are SATISFIED or VERY SATISFIED

A large, stylized graphic of the number '100%' in white, set against a dark blue background. The number is bold and has a slight shadow effect.

A large, stylized graphic showing '100%' in white text on a dark blue background, indicating 100% completion.



98%

"Love my library & librarians!"

- Redding: diversify and refine adult programming & continue to improve the feeling of safety
- Anderson: improve teen services and collections
- Burney: improve communications

*Percentages do not include N/A responses. Stats reflect responses from all locations. Branches remain consistent, while online responses Page 41 of 500
Page 41 of 500
usage referred to online resources.



HIGHLIGHTS

SHASTA PUBLIC LIBRARIES

ANNUAL REPORT

CUSTOMER SATISFACTION

SURVEY REPORT

2018

ANNUAL REPORT
Programs & Attendance



summer
Blast!
Read, Grow, & Learn

2,740 Signups

**REV,
RUMBLE,
& ROAR!**

2,130 Attendees



1,280 Programs

ANNUAL REPORT

Volunteers & Grants



226 Volunteers

Page 44 of 500

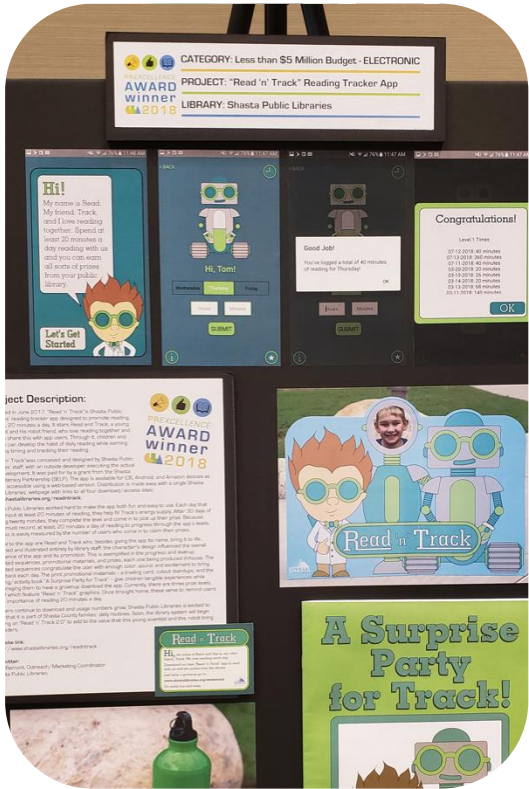
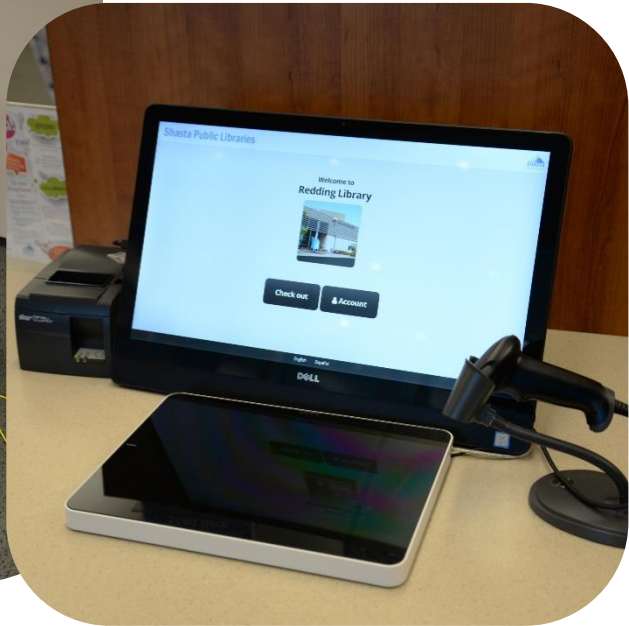


**\$285,985.52 in
Donated Revenue
include. \$85,000
for the...**



ANNUAL REPORT

Technology & Recognition



\$220,000
Materials Handling Upgrade

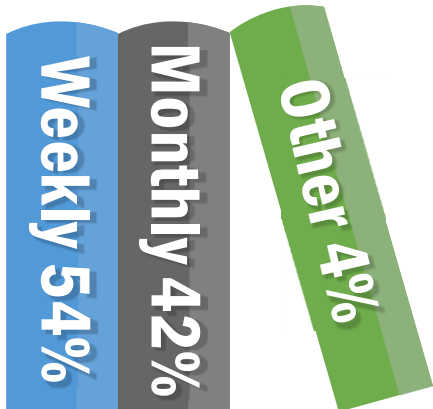
PRExcellence Award
CA Library Association

CUSTOMER SATISFACTION SURVEY

Books: Still Popular



...of participants said they used the library to find books.



Frequency of Usage

Satisfaction



Library Staff



Marketing



Children's Programming



Safety

Programming

**Patrons feel safer:
18% increase from 2016!**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Fiscal Year 2019-20 Appropriations Limit imposed by Article XIII-B of the State Constitution

DEPARTMENT: Auditor-Controller

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Adopt a resolution which: (1) Establishes the Shasta County appropriations limit at \$204,839,334 for Fiscal Year 2019-20; and (2) sets the annual adjustment factors used to calculate the appropriations limit: (a) the percentage change (5.62%) in local assessment roll from preceding year due to the addition of local non-residential new construction; and (b) the percentage change (1.02%) in population within the incorporated areas in Shasta County.

SUMMARY

State law requires the County to set an appropriation limit for each fiscal year. The limit is based on appropriations only from proceeds of taxes. The appropriations limit amount is changed each year by a formula that uses a combination of percent changes in the price factor and the population factor.

In November 1979, California voters approved Proposition 4, which added Article XIII B to the State Constitution. This Article establishes limits, which restrict government spending of proceeds from taxes.

In June 1990, California voters approved Proposition 111 (Senate Constitution Amendment No. 1), which increased the choices of calculation factors and broadened the definition of appropriations exempt from the limit. In addition, this Amendment requires that the County Board select the growth factors to be used in calculating the appropriations limit.

DISCUSSION

Prior to Proposition 111, the Appropriations Limit Formula was based on the 1978-79 proceeds of taxes adjusted annually for cost-of-living and population changes. Proposition 111 established new cost-of-living and population factors for use by local governments. Local governments must annually adopt their choice of two growth factors.

Exhibit A presents the appropriation limit factor choices available for Shasta County. The factors are: A) Price Factors – (1) County Per Capita Personal Income percentage change over the prior fiscal year; (2) Percentage change in local assessment roll from the preceding year due to the addition of local non-residential new construction. B) Population Factors – (1) Annual

percent change in population within the local jurisdiction; (2) Annual percent change in population within the local jurisdiction, combined with the change in population within all counties having borders that are contiguous with the local jurisdiction; (3) Annual percent change in population within the incorporated area of the local jurisdiction.

Price Factor (2) and Population Factor (3) yielded the highest growth factor, and therefore, have been used in the County’s Appropriation Limit Calculation of \$204,839,334 (Exhibit B). Based on the Recommended Budget, fiscal year 2019-20, appropriations subject to the limit are \$43,561,958 which is \$161,277,376 under the appropriations limit (Exhibit Summary).

ALTERNATIVES

The Board is required to adopt an annual Appropriations Limit to be in compliance with Article XIII B of the California Constitution. However, the Board may choose any of the other Price or Population Growth Factors listed in Exhibit A. This is not recommended, as the use of other factors would result in a lower Appropriations Limit.

OTHER AGENCY INVOLVEMENT

None.

FINANCING

None, since the Appropriations Limit is higher than the recommended appropriations subject to the limit.

ATTACHMENTS:

Description	Upload Date	Description
FY 19/20 Resolution	6/12/2019	FY 19/20 Resolution
FY 19/20 Exhibits	6/12/2019	FY 19/20 Exhibits

RESOLUTION 2019-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20**

WHEREAS, the people of California on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of the State and local governments; and

WHEREAS, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII B; and

WHEREAS, the people of California on June 5, 1990 amended Article XIII B effective July 1, 1990; and

WHEREAS, the provisions of the amendments have been interpreted by a coalition of Statewide organizations, and the State Controller's Office have issued guidelines to recalculate the appropriations limit; and

WHEREAS, Government Code §7900-7914 provides the process in which to calculate the appropriations limit and requires counties to adopt a resolution setting the annual appropriations limit at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, the County of Shasta has complied with the provisions of Article XIII B in determining the appropriations limit for fiscal year 2019-20; and

NOW, THEREFORE, BE IT RESOLVED that the Board establish the Shasta County appropriations limit at \$204,839,334 for fiscal year 2019-20 and the annual adjustment factors used to calculate the appropriations limit shall be:

- a) The percentage change (5.62%) in local assessment rolls from preceding year due to the addition of local non-residential new construction.
- b) The percentage change (1.02%) in population within the incorporated areas of Shasta County.

DULY PASSED AND ADOPTED this 25th day of June 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

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

FY 18-19 CEO RECOMMEND BUDGET:

TOTAL APPROPRIATIONS	Exhibit E	\$ 433,658,626
TOTAL REVENUES	Exhibit E	<u>393,165,202</u>
		<u>(40,493,424)</u> Exempt

		Net Proceeds		Total Revenues
		From Taxes	Non Tax	
Revenues	Exhibit E	\$ 63,048,817	330,116,385	393,165,202
Provisions for new obligations	Exhibit D	<u>2,011,171</u>		
Subtotal:		65,059,988		
Appropriations not subject to limit:				
Retirement Costs	Exhibit C	(4,141,361)		
Unemployment Insurance	Exhibit C	(16,028)		
Qualified capital outlay projects	Exhibit C	(7,250,000)		
Mandated Costs	Exhibit C	(7,125,388)		
Debt Service	Exhibit C	<u>(2,965,253)</u>		
Total Appropriations not subject to the limit:		(21,498,030)		
Appropriations subject to the limit	FY 2019-20	43,561,958		
Appropriations Limit Calculation	Exhibit B	<u>204,839,334</u>		
AMOUNT OVER(UNDER) APPROPRIATIONS LIMIT FY 2019-20		<u>\$ (161,277,376)</u>		

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

A) PRICE FACTORS

(1) Per Capita Personal Income percentage change over prior year	3.85%
(2) Percentage change in local assessment roll from preceding year due to the addition of local non-residential new construction	5.62%
Change in Price Factor	5.62%

B) POPULATION CHANGE FACTORS

(1) The change in population within Shasta County.

-0.09%

POPULATION MINUS EXCLUSIONS

CHANGE IN POPULATION

01/01/18

01/01/19

County Total

178,680

178,523

(157)

(2) The change in population within Shasta County, combined with the change in population within all counties having borders that are contiguous with Shasta County.

-0.08%

POPULATION MINUS EXCLUSIONS

CHANGE IN POPULATION

COUNTY

01/01/18

01/01/19

Lassen

23,164

22,753

(411)

Modoc

9,511

9,521

10

Plumas

19,793

19,779

(14)

Shasta

178,680

178,523

(157)

Siskiyou

44,535

44,512

(23)

Tehama

63,928

64,197

269

Trinity

13,552

13,589

37

Total

353,163

352,874

(289)

(3) Change in population within the Incorporated Area:

1.02%

POPULATION MINUS EXCLUSIONS

CHANGE IN POPULATION

01/01/18

01/01/19

Anderson

10,327

10,431

104

Redding

91,811

92,694

883

Shasta Lake

10,121

10,275

154

Incorporated Area Total

112,259

113,400

1,141

Change in Population 1.02%

Information provided by the California Department of Finance and the Shasta County Assessor-Recorder

COUNTY OF SHASTA**FY 2019-2020****APPROPRIATIONS LIMIT CALCULATION****APPROPRIATION LIMIT FACTORS**

	Exhibit A			
Price Factor	A) (2)	5.62%	Ratio	1.0562
Population Factor	B) (3)	1.02%	Ratio	1.0102

GROWTH FACTOR

Price Factor X Population Factor	2018-19	<u>1.066970</u>
----------------------------------	---------	-----------------

CALCULATION OF APPROPRIATION LIMIT

Appropriation Limit - Prior Fiscal Year	2017-18	\$	191,982,243
Growth Factor	2018-19	\$	<u>1.066970</u>
APPROPRIATION LIMIT - Current Fiscal Year	2018-19	\$	<u>204,839,334</u>

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

APPROPRIATIONS NOT SUBJECT TO LIMITATION

1 RETIREMENT COSTS

Total General Ledger Acct 018307 FY 19/20 CEO Recommended Budget	\$	4,141,361
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2 UNEMPLOYMENT INSURANCE

Total General Ledger Acct 018400 FY 19/20 CEO Recommended Budget	\$	16,028
--	----	--------

3 QUALIFIED CAPITAL OUTLAY PROJECTS (Cost Exceeds \$100,000 useful life 10yrs+):

Public Works Corp Yard Roof Replacement	\$	250,000
South County Fire Station	\$	7,000,000

Total	\$	7,250,000
-------	----	-----------

4 COURT MANDATED COSTS

Public Defender - Net County Cost		7,125,388	
Total			\$ 7,125,388

5 DEBT SERVICE ARISING FROM MANDATE OF COURT

Debt Service	\$	2,965,253
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Less: Court Fines Collected -

Trial Courts	-
--------------	---

Total Appropriations not subject to the limit:

Jail	-
------	---

NET DEBT SERVICE	\$	2,965,253
------------------	----	-----------

TOTAL APPROPRIATIONS NOT SUBJECT TO THE LIMIT:

\$	21,498,030
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COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

FUND NUMBER	FUND	A	B	C	D
		PROVISIONS FOR OBLIGATED FUND BALANCES	ESTIMATED FUND BALANCE AVAILABLE 6-30-19	IF(B<=0,0,IF(B<A,B,A)) OBLIGATED 6-30-19 FUND BALANCE	A - C NEW OBLIGATIONS
0040	Accumulated Cap Outlay	\$ -	\$ -	\$ -	\$ -
0041	Capital Proj Crthse Remodel	-	-	-	\$ -
0043	Capital Proj Library Building	-	-	-	\$ -
0045	Capital Proj Anml Shelter Admir	-	-	-	\$ -
0046	Capital Proj Juvenile Hall Bldg	-	-	-	\$ -
0047	Capital Proj Adult Rehab Center	-	-	-	\$ -
0057	Impact Mitigation Fee	486,300	-	-	\$ 486,300
0060	General	68,148,162	66,786,798	66,786,798	\$ 1,361,364
0061	General - CMSP	-	-	-	\$ -
0062	General Capital Proj	-	-	-	\$ -
0064	Resource Management	-	-	-	\$ -
0065	Fed Forest Title III	-	-	-	\$ -
0070	Courthouse Bond	-	-	-	\$ -
0071	Justice Center Bond	-	-	-	\$ -
0072	Admin Center Bond	-	-	-	\$ -
0073	Energy Retrofit	-	-	-	\$ -
0080	Mental Health	-	-	-	\$ -
0081	Mental Health Service Act	-	-	-	\$ -
0100	Intermountain Fair	14,423	22,173	14,423	\$ -
0110	Library	-	-	-	\$ -
0120	Opportunity Center	839,645	1,221,852	839,645	\$ -
0140	Social Services	-	-	-	\$ -
0150	Wildlife	28,214	31,104	28,214	\$ -
0170	General Reserve	120,000	-	-	\$ 120,000
0185	PHA Housing Assistance	3,000	-	-	\$ 3,000
0186	Hsg Home IPP	-	-	-	\$ -
0187	Hsg Home IPP	-	-	-	\$ -
0188	Endangered Species	-	-	-	\$ -
0189	Substance Abuse Crime Prev.	-	-	-	\$ -
0190	Roads	-	-	-	\$ -
0191	Roads - Dust Mitigation	-	-	-	\$ -
0192	Child Support Services	-	-	-	\$ -
0193	Shasta County Transit	-	-	-	\$ -
0195	Public Safety	40,507	-	-	\$ 40,507
0196	Public Health	-	-	-	\$ -
0197	Housing Rehabilitation	-	-	-	\$ -
0851	IHSS Public Authority	-	-	-	\$ -
Total		\$ 69,680,251	\$ 68,061,927	\$ 67,669,080	\$ 2,011,171

Proposition 4 states that all "new" reserves are subject to the current year's appropriation limit. The above schedule eliminates all reserves which were created from fund balance. Fund balance was already subject to last year's appropriation limit. Hence, use of fund balance to create reserves should not be subject to the current year's appropriation limit. Doing so would subject the same appropriations to the limit in both years.

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

		E TOTAL ALL FUNCTIONS PER PRELIMINARY BUDGET			
ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	60,008,460	-	-	60,008,460
2@	Licenses & Permits	-	4,433,596	-	4,433,596
3@	Fines, Forfeitures & Penalties	-	3,176,147	-	3,176,147
420000-01	Interest	-	-	2,878,839	2,878,839
	Other Rev from \$ and Property	-	484,917	-	484,917
5@	Intergovernmental Revenue	2,578,700	254,455,517	-	257,034,217
6@	Charges for Service	-	16,908,181	-	16,908,181
7@	Miscellaneous Revenue	-	3,591,300	-	3,591,300
80@	Other Financing Sources	-	44,645,545	-	44,645,545
85@	Long Term Debt Proceeds	-	-	-	-
89@	Sale of Fixed Assets	-	4,000	-	4,000
	TOTAL REVENUE	62,587,160	327,699,203	2,878,839	393,165,202
		16%	84%		100%
	Apportion "Allocable" % of revenue	461,657	2,417,182	(2,878,839)	
		63,048,817	330,116,385	-	393,165,202
APPROPRIATIONS					
	General Use				384,363,993
	For Contingencies				5,480,000
	Other Financing Uses				43,814,633
	TOTAL EXPENDITURES				433,658,626
NON PROCEED REVENUE IN EXCESS OF COST					
	Proceeds of Taxes	63,048,817			
	Appropriations	<u>433,658,626</u>			
	Appropriations (Over)Under Taxes	<u>(370,609,809)</u>			
	Amount (Over) Taxes		(370,609,809)		
	Non Proceed Revenue		<u>330,116,385</u>		
	Revenue Excess(Under) Appropriations		<u>(40,493,424)</u>		

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-2

GENERAL FUNCTION

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	57,427,020			57,427,020
2@	Licenses & Permits		700,000		700,000
3@	Fines, Forfeitures & Penalties		1,269,800		1,269,800
420000-01	Interest			1,870,200	1,870,200
	Other Rev from \$ and Property		370,000		370,000
5@	Intergovernmental Revenue	2,578,700	1,619,442		4,198,142
6@	Charges for Service		4,123,249		4,123,249
7@	Miscellaneous Revenue		2,297,600		2,297,600
80@	Other Financing Sources		7,173,849		7,173,849
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		-		-
	TOTAL REVENUE	60,005,720	17,553,940	1,870,200	79,429,860
		77%	23%		100%
	Apportion "Allocable" % of revenue	1,446,921	423,279	(1,870,200)	
		<u>61,452,641</u>	<u>17,977,219</u>	<u>-</u>	<u>79,429,860</u>
APPROPRIATIONS					
	General Use				21,802,761
	For Contingencies				5,000,000
	Other Financing Uses				40,051,624
	TOTAL EXPENDITURES				<u>66,854,385</u>

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	61,452,641	
Appropriations	<u>66,854,385</u>	
Appropriations (Over)Under Taxes	<u>(5,401,744)</u>	
Amount (Over) Taxes		(5,401,744)
Non Proceed Revenue		<u>17,977,219</u>
Revenue Excess(Under) Appropriations		<u>12,575,475</u>

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-3

PUBLIC PROTECTION

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	81,440			81,440
2@	Licenses & Permits		2,219,096		2,219,096
3@	Fines, Forfeitures & Penalties		1,880,347		1,880,347
420000-01	Interest			342,450	342,450
	Other Rev from \$ and Property		111,417		111,417
5@	Intergovernmental Revenue		40,166,828		40,166,828
6@	Charges for Service		7,196,523		7,196,523
7@	Miscellaneous Revenue		316,350		316,350
80@	Other Financing Sources		25,725,195		25,725,195
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		-		-
	TOTAL REVENUE	81,440	77,615,756	342,450	78,039,646
		0%	100%		100%
	Apportion "Allocable" % of revenue	359	342,091	(342,450)	
		81,799	77,957,847	-	78,039,646
APPROPRIATIONS					
	General Use				102,002,826
	For Contingencies				150,000
	Other Financing Uses				740,414
	TOTAL EXPENDITURES				102,893,240

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	81,799	
Appropriations	102,893,240	
Appropriations (Over)Under Taxes	(102,811,441)	
Amount (Over) Taxes	(102,811,441)	
Non Proceed Revenue	77,957,847	
Revenue Excess(Under) Appropriations	(24,853,594)	

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-4

PUBLIC WAYS & FACILITIES

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	2,500,000	-	-	2,500,000
2@	Licenses & Permits	-	26,000		26,000
3@	Fines, Forfeitures & Penalties	-	-	-	-
420000-01	Interest			35,000	35,000
	Other Rev from \$ and Property				-
5@	Intergovernmental Revenue		24,504,902		24,504,902
6@	Charges for Service		787,000		787,000
7@	Miscellaneous Revenue		-		-
80@	Other Financing Sources		1,000,000		1,000,000
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		-		-
	TOTAL REVENUE	2,500,000	26,317,902	35,000	28,852,902
		9%	91%		100%
	Apportion "Allocable" % of revenue	3,036	31,964	(35,000)	
		2,503,036	26,349,866	-	28,852,902
APPROPRIATIONS					
	General Use				31,840,510
	For Contingencies				300,000
	Other Financing Uses				37,389
	TOTAL EXPENDITURES				32,177,899

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	2,503,036	
Appropriations	32,177,899	
Appropriations (Over)Under Taxes	(29,674,863)	
Amount (Over) Taxes	(29,674,863)	
Non Proceed Revenue	26,349,866	
Revenue Excess(Under) Appropriations	(3,324,997)	

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-5

HEALTH & SANITATION

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes		-		-
2@	Licenses & Permits		1,448,500		1,448,500
3@	Fines, Forfeitures & Penalties		26,000		26,000
420000-01	Interest			459,012	459,012
	Other Rev from \$ and Property		1,500		1,500
5@	Intergovernmental Revenue		64,551,128		64,551,128
6@	Charges for Service		1,930,264		1,930,264
7@	Miscellaneous Revenue		34,850		34,850
80@	Other Financing Sources		3,315,567		3,315,567
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		-		-
	TOTAL REVENUE	-	71,307,809	459,012	71,766,821
		0%	100%		100%
	Apportion "Allocable" % of revenue	-	459,012	(459,012)	
		-	71,766,821	-	71,766,821
APPROPRIATIONS					
	General Use				80,429,856
	For Contingencies				30,000
	Other Financing Uses				2,979,740
	TOTAL EXPENDITURES				83,439,596

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	-
Appropriations	83,439,596
Appropriations (Over)Under Taxes	(83,439,596)
Amount (Over) Taxes	(83,439,596)
Non Proceed Revenue	71,766,821
Revenue Excess(Under) Appropriations	(11,672,775)

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-6

PUBLIC ASSISTANCE

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	-	-		-
2@	Licenses & Permits		40,000		40,000
3@	Fines, Forfeitures & Penalties		-		-
420000-01	Interest			172,177	172,177
	Other Rev from \$ and Property		-		-
5@	Intergovernmental Revenue		123,613,217		123,613,217
6@	Charges for Service		2,868,145		2,868,145
7@	Miscellaneous Revenue		942,500		942,500
80@	Other Financing Sources		4,465,682		4,465,682
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		4,000		4,000
	TOTAL REVENUE	-	131,933,544	172,177	132,105,721
		0%	100%		100%
	Apportion "Allocable" % of revenue	-	172,177	(172,177)	
		-	132,105,721	-	132,105,721
APPROPRIATIONS					
	General Use				143,316,171
	For Contingencies				-
	Other Financing Uses				5,466
	TOTAL EXPENDITURES				143,321,637

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	-
Appropriations	143,321,637
Appropriations (Over)Under Taxes	(143,321,637)
Amount (Over) Taxes	(143,321,637)
Non Proceed Revenue	132,105,721
Revenue Excess(Under) Appropriations	(11,215,916)

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-7
EDUCATION

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	-	-	-	-
2@	Licenses & Permits		-		-
3@	Fines, Forfeitures & Penalties		-		-
420000-01	Interest		-	-	-
	Other Rev from \$ and Property		-		-
5@	Intergovernmental Revenue		-		-
6@	Charges for Service		3,000		3,000
7@	Miscellaneous Revenue		-		-
80@	Other Financing Sources		-		-
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		-		-
	TOTAL REVENUE	-	3,000	-	3,000
		0%	100%		100%
	Apportion "Allocable" % of revenue	-	-	-	-
		-	3,000	-	3,000
APPROPRIATIONS					
	General Use				1,713,596
	For Contingencies				-
	Other Financing Uses				-
	TOTAL EXPENDITURES				1,713,596

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	-
Appropriations	1,713,596
Appropriations (Over)Under Taxes	(1,713,596)
Amount (Over) Taxes	(1,713,596)
Non Proceed Revenue	3,000
Revenue Excess(Under) Appropriations	(1,710,596)

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-8
RECREATION

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	-	-	-	-
2@	Licenses & Permits		-	-	-
3@	Fines, Forfeitures & Penalties		-	-	-
420000-01	Interest		-	-	-
	Other Rev from \$ and Property		2,000		2,000
5@	Intergovernmental Revenue		-	-	-
6@	Charges for Service		-	-	-
7@	Miscellaneous Revenue		-	-	-
80@	Other Financing Sources		-	-	-
85@	Long Term Debt Proceeds		-	-	-
89@	Sale of Fixed Assets		-	-	-
	TOTAL REVENUE	-	2,000	-	2,000
		0%	100%		100%
	Apportion "Allocable" % of revenue	-	-	-	-
		-	2,000	-	2,000
APPROPRIATIONS					
	General Use				293,020
	For Contingencies				-
	Other Financing Uses			-	-
	TOTAL EXPENDITURES				293,020

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	-
Appropriations	293,020
Appropriations (Over)Under Taxes	(293,020)
Amount (Over) Taxes	(293,020)
Non Proceed Revenue	2,000
Revenue Excess(Under) Appropriations	(291,020)

COUNTY OF SHASTA

FY 2019-2020

APPROPRIATIONS LIMIT CALCULATION

E-9

DEBT SERVICE

PER PRELIMINARY BUDGET

ACCT #	ACCOUNT TITLE	Proceeds of Taxes	Non Proceeds	Allocable Invest Earn	TOTAL
FINANCING SOURCES					
1@	Taxes	-	-	-	-
2@	Licenses & Permits		-		-
3@	Fines, Forfeitures & Penalties		-		-
420000-01	Interest			-	-
	Other Rev from \$ and Property		-		-
5@	Intergovernmental Revenue		-		-
6@	Charges for Service		-		-
7@	Miscellaneous Revenue		-		-
80@	Other Financing Sources		2,965,252		2,965,252
85@	Long Term Debt Proceeds		-		-
89@	Sale of Fixed Assets		-		-
	TOTAL REVENUE	-	2,965,252	-	2,965,252
		0%	100%		100%
	Apportion "Allocable" % of revenue	-	-	-	-
		-	2,965,252	-	2,965,252
APPROPRIATIONS					
	General Use				2,965,253
	For Contingencies				-
	Other Financing Uses				-
	TOTAL EXPENDITURES				2,965,253

NON PROCEED REVENUE IN EXCESS OF COST

Proceeds of Taxes	-
Appropriations	2,965,253
Appropriations (Over)Under Taxes	(2,965,253)
Amount (Over) Taxes	(2,965,253)
Non Proceed Revenue	2,965,252
Revenue Excess(Under) Appropriations	(1)

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Kristin Gulling-Smith, Deputy Clerk of the Board, 225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on June 18, 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

6/18/19 Draft Minutes

Upload Date

6/19/2019

Description

6/18/19 Draft Minutes

June 18, 2019

195

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, June 18, 2019

REGULAR MEETING

9:01 a.m.: Chairman Moty 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 - Kristin Gulling-Smith
Administrative Board Clerk - John Sitka

INVOCATION

A moment of silence was observed.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PRESENTATION: SHASTA COUNTY'S DISPLAY AT THE STATE CAPITOL

Randi Slaughter gave a presentation regarding Shasta County's display at the State Capitol and requested the Board's support for pursuing an update to the display.

At the recommendation of Supervisor Baugh, and by motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors directed Mrs. Slaughter to proceed with an update to the display while maintaining communication with the Administrative Office.

PUBLIC COMMENT PERIOD - OPEN TIME

Donnell Ewert, Director of the Health and Human Services Agency (HHS), recognized Terri Fields Hosler, Branch Director of HHS-Public Health, for over 17 years of service to the County and congratulated her on her retirement.

Tonya Moore, Director of Tehama County Department of Child Support Services, thanked the Shasta County Department of Child Support Services (DCSS) for their recent assistance, which was critical in preventing interruption of services to their customers. Ms. Moore recognized DCSS Director Terri Morelock and Chief Child Support Attorney Kristine Golden with service awards.

William Gilbert spoke regarding issues with Shasta County staff.

CONSENT CALENDAR

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

Adopted Policy Resolution No. 2019-01 which: Repeals Administrative Policy 8-410, *Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Policy*; and amends Administrative Policy 8-400, *HIPAA Privacy Policy*, to add relevant sections of the HIPAA Security Policy. (Administrative Office)

(See Policy Resolution Book)

Approved and authorized the Chairman to sign the County claims list in the amount of \$6,880.72, as submitted. (Auditor-Controller)

Approved the minutes of the meeting held on June 11, 2019, as submitted. (Clerk of the Board)

June 18, 2019

197

Appointed Fred Peery to the Anderson Cemetery District Board of Directors for a four-year term to expire January 2023. (Clerk of the Board)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Dominion Voting Systems, Inc. to provide a voting system, to increase maximum compensation from \$1,998,428 to \$2,262,941.83, add software and components to the current voting system, and retain the term January 1, 2018 through December 31, 2025. (County Clerk/Elections)

Approved and authorized the Chairman to sign a retroactive agreement with Runbeck Election Services, Inc. in an amount not to exceed \$2,100,000 to provide election-related printing and mailing services for the period January 15, 2019 through December 31, 2025. (County Clerk/Elections)

Took the following actions: Approved and authorized the Chairman to sign the amended retroactive evergreen Memorandum of Understanding (MOU) with the California State Association of Counties Excess Insurance Authority, for no maximum compensation, effective April 9, 2019, in order to continue Delta Dental coverage; and approved and authorized the Director of Support Services to sign annual MOU renewals of Delta Dental coverage. (Support Services-Risk Management)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Aegis Treatment Centers, LLC to provide narcotic replacement therapy services, to add required subcontractor language pursuant to the County's agreements with the California Department of Health Care Services for Substance Use Disorder Services and the Substance Abuse Prevention and Treatment Block Grant, implement a state mandated rate increase, extend the term end date from June 30, 2019 to June 30, 2020, and retain the maximum compensation of \$3,000,000. (Health and Human Services Agency-Adult Services)

Took the following actions: Adopted Resolution No. 2019-053 which: repeals Resolution No. 2013-014 effective June 30, 2019; and designates RESTPADD, Inc. psychiatric health facility as an evaluation and intensive treatment facility pursuant to the Lanterman-Petris-Short Act to provide 72-hour treatment and evaluation, 14-day intensive treatment, and 30-day intensive treatment in Shasta County effective July 1, 2019; and approved and authorized the Chairman to sign a renewal agreement with RESTPADD, Inc., in an amount not to exceed \$9,000,000, to provide inpatient psychiatric services for the period July 1, 2019 through June 30, 2022. (Health and Human Services Agency-Adult Services)

(See Resolution Book No. 62)

Approved and authorized the Chairman to sign amendments, effective July 1, 2019, which extends the end date of their terms from June 30, 2019 to June 30, 2020 and adds required subcontractor language pursuant to the County's agreement with the California Department of Health Care Services for Substance Use Disorder Services, to two separate agreements with

Empire Hotel, EHARC, Inc., dba Empire Recovery Center: Outpatient alcohol and other drug treatment services, and retains maximum compensation of \$560,000 per fiscal year; and residential substance abuse treatment, and retains maximum compensation of \$175,000 per fiscal year. (Health and Human Services Agency-Adult Services, Probation)

Approved and authorized the Chairman to sign an amendment, effective July 1, 2019, to the agreement with Right Road Recovery Programs, Inc. to provide outpatient alcohol and other drug treatment services, to add required subcontractor language pursuant to the County's agreements with the California Department of Health Care Services for Substance Use Disorder Services, to extend the end date from June 30, 2019 to June 30, 2020, and retain maximum compensation of \$625,000 per fiscal year. (Health and Human Services Agency-Adult Services, Probation)

Approved and authorized the Chairman to sign amendments, effective July 1, 2019, to extend the end date of the term from June 30, 2019 to June 30, 2020, and to update contract language, to two separate agreements with VOTC, Inc., dba Visions of the Cross for: Outpatient alcohol and other drug treatment services, and this amendment also increases maximum compensation per fiscal year from \$550,000 to \$710,000; and residential alcohol and other drug treatment services, and this amendment also increases maximum compensation per fiscal year from \$210,000 to \$325,000. (Health and Human Services Agency-Adult Services, Probation)

Approved and authorized the Chairman to sign a renewal lease agreement with Stillwater Properties, LLC. in the amount of \$31,324.81 per month (\$1.16 per square foot) for 27,044 square feet of office space located at 1400-1550 California Street, Redding, California, for the period July 1, 2019 through June 30, 2024, with two optional three-year extensions with adjustments not to exceed +/- 3%, based on the Consumer Price Index. (Health and Human Services Agency-Business and Support Services)

Approved and authorized the Chairman to sign a renewal agreement with Shasta County Office of Education in an amount not to exceed \$600,000 (\$200,000 per fiscal year) to provide the evidence based parenting education program known as the Positive Parenting Program for the period July 1, 2019 through June 30, 2020, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

Approved and authorized the Chairman to sign a retroactive agreement with Star View Behavioral Health, Inc. in an amount not to exceed \$150,000 to provide mental health services to eligible children for the period March 5, 2019 through June 30, 2019, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

Adopted the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2019-20. (Health and Human Services Agency-Office of the Director)

June 18, 2019

199

Adopted Resolution No. 2019-054 which: Approves and authorizes the Director of Housing and Community Action Agency (Director) to sign and submit an application to the California Department of Housing and Community Development in an amount not to exceed \$513,096 for California Emergency Solutions and Housing Program funding for the period April 1, 2020 through April 1, 2024; approved and authorized the County Executive Officer, or his/her designee, to sign the grant agreement and subsequent amendments, including retroactive, awarded for the program consistent with the provisions of the resolution in an amount not to exceed \$1,000,000, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and approved and authorized the Director to sign additional application and participation documents, including retroactive, necessary to receive the funds and comply with the grant requirements. (Housing and Community Action Agency)

(See Resolution Book No. 62)

Approved and authorized the Chairman to sign an agreement with the Shasta-Tehama-Trinity Joint Community College District in an amount not to exceed \$238,512 to provide the Shasta-Tehama Education Program – Unified Partnership (STEP- UP) program for the period July 1, 2019 through June 30, 2020. (Probation)

Approved a Fiscal Year 2018-19 budget amendment increasing appropriations and revenue by \$60,000 in the Burney Substation budget for the Sheriff's Office substation parking lot paving project offset by a transfer in from Accumulated Capital Outlay. (Sheriff)

Approved and authorized the Chairman to sign a renewal Memorandum of Understanding with the City of Redding for AB109 Realignment Compliance Operations for the period July 1, 2019 through June 30, 2022 with maximum compensation in Fiscal Year 2019-20 not to exceed \$174,656 and actual maximum compensation in Fiscal Years 2020-21 and 2021-22 not to exceed the amount appropriated within the Sheriff's Budget for Redding Police Department compliance operations as approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors for those subsequent fiscal years. (Sheriff)

Adopted Resolution No. 2019-055 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)

Approved and authorized: A Fiscal Year 2018-19 budget amendment increasing appropriations and revenue by \$46,699 in the Coroner budget; waiving competitive procurement and authorize purchase of one capital asset Stryker Power Cot in an amount not to exceed \$18,000 and one capital asset Stryker Power Lift in an amount not to exceed \$25,000; prepayment in an amount not to exceed \$15,000 for a seven year ProCare maintenance and service solution agreement (Plan), plus charges for scheduling changes, that includes parts, labor, and travel on all equipment for a period of seven years to cover preventative maintenance, parts, and repairs on

200

June 18, 2019

both capital assets for the period from the date indicated on the first Plan until Stryker ceases providing services or the Plan is otherwise terminated; and the County Executive Officer to sign the Plan, including retroactive, so long as the Plan is approved as to form by County Counsel and is approved by the County Risk Manager. (Sheriff-Coroner)

Approved and authorized: The Chairman to sign the Fiscal Year (FY) 2017-18 Equitable Sharing Agreement and Certification Affidavit (ESAC) outlining receipt and expenditure of federal asset forfeiture sharing funds for the Sheriff's Office during FY 2017-18; and the person named in the ESAC as the Agency Finance Contact to electronically submit the ESAC. (Sheriff)

To better align various Sheriff's budgets to actual and projected experience, approved a net zero Fiscal Year 2018-19 budget amendment which: Increases appropriations and revenue by \$845,037 in the Sheriff budget; and adjusts appropriations in the Jail and Burney Substation budgets to facilitate transfers to the Sheriff budget of \$169,000 and \$155,000 respectively. (Sheriff)

Approved the following Fiscal Year 2018-19 budget amendments to align appropriations and revenue: Increase appropriations and revenue by \$3,000,000 in the Roads budget; decrease appropriations and revenue by \$500,000 in the Solid Waste Disposal Admin budget; decrease appropriations by \$500,000 in the West Central Landfill Closure/Postclosure budget; decrease appropriations and revenue by \$595,000 in the Fall River Mills Airport Admin budget; decrease appropriations and revenue by \$205,000 in the County Service Area (CSA) No. 2-Sugarloaf Water Admin budget; decrease revenue by \$100,000 in the CSA No. 6-Jones Valley Water Admin budget offset by use of net investment in capital assets; adjust revenue in the CSA No. 23-Crag View Water Admin budget; decrease revenue by \$30,000 in the CSA No. 25-Keswick Water Admin budget; decrease appropriations and revenue by \$710,000 in the Land Buildings & Improvements budget; decrease appropriations and revenue by \$330,000 in the Detention Annex/Work Facility budget; decrease appropriations and revenue by \$272,024 in the Public Defender budget; decrease appropriations and revenue by \$107,976 in the Probation Adult budget; decrease appropriations by \$710,000 in the Accumulated Capital Outlay budget; and increase appropriations and revenue by \$100,000 in the Shasta County Transit Fund. (Public Works)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

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

June 18, 2019

201

Supervisor Morgan recently attended a meeting of the Planning and Service Area 2 Area Agency on Aging Executive Board.

Supervisor Baugh recently attended a meeting of the Golden State Finance Authority.

Supervisor Moty recognized Ayla Tucker for winning one of the Grand Prizes in the BIG Kate DiCamillo Little Free Library Giveaway, which will establish a Little Free Library in the community of Shasta.

Supervisors reported on issues of countywide interest.

LAW AND JUSTICE

PROBATION

PRESENTATION: DAY REPORTING CENTER GEO REENTRY SERVICES, LLC AGREEMENT

Chief Probation Officer Tracie Neal gave a presentation on the Day Reporting Center (DRC) highlighting the program's successes, especially in reducing recidivism rates. Ms. Neal also described upcoming program enhancements and expansion, including integration of Adverse Childhood Experiences treatment. Kenneth and Charles, graduates of the DRC, and Benjamin, a participant in the DRC, spoke regarding the positive effects of the program.

In response to questions from Supervisor Chimenti, Ms. Neal explained the process of selecting which people on probation qualify for the DRC. She stated that those who have more immediate mental health or substance abuse treatment needs are referred to treatment services to address those needs before they are referred to the DRC. Ms. Neal also explained that the DRC has expanded the number of people in the program over the years, from an original number of 75 to their current number of 150. Ms. Neal stated that the DRC continues to track people once they leave the program for recidivism rates. Ms. Neal explained that there is annual data comparing the DRC's recidivism rates to similar centers elsewhere in the state and that that data would be provided to the Board.

In response to questions from Supervisor Baugh, Ms. Neal explained that while some people come to Probation with specific mandates to attend the DRC, most just have a referral to follow the recommendations of their probation officer. Once a probation officer refers someone to the DRC or any other treatment, it becomes a mandate of their probation. Ms. Neal confirmed that when people do not follow their mandates, there are options to take them back to court for probation violations. She also explained that the upcoming program enhancements will assist with

202

June 18, 2019

engaging people in preparation for the later phases of intensive treatment. Ms. Neal stated that she did not have information regarding the number of offenders who have been referred to other treatment services and are waiting to complete those services before entering the DRC.

In response to questions from Supervisor Moty, CEO Lees stated that the cost per day of holding someone in jail is about \$115, as compared to the \$28 per day cost of the DRC.

By motion made, seconded (Morgan/Baugh), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an agreement with Geo Reentry Services, LLC, in an amount not to exceed \$1,300,596 per fiscal year, to a maximum of \$3,901,788 over the duration of the agreement, to provide a Day Reporting Center for offenders under, or pending the supervision of, the Shasta County Probation Department for the period July 1, 2019 through June 30, 2020, with two automatic one-year renewals.

SCHEDULED HEARINGS

PUBLIC WORKS

SISKIYOU COUNTY TRANSFER STATION PARCEL CHARGES RESOLUTION NO. 2019-056

This was the time set to conduct a public hearing to consider adopting a resolution which extends parcel charges to pay tipping fees at Siskiyou County Transfer Station. Deputy Public Works Director Al Cathey presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Moty, Mr. Cathey stated that there have been no rate increases since 1990.

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

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Conducted a public hearing; and adopted Resolution No. 2019-056 which, effective July 1, 2019, extends parcel charges to pay tipping fees at Siskiyou County Transfer Station.

(See Resolution Book No. 62)

RESOURCE MANAGEMENT

June 18, 2019

203

PLANNING DIVISION**ZONE AMENDMENT 18-0007**
AMENDING SHASTA COUNTY CODE
TO REGULATE PERSONAL CULTIVATION OF CANNABIS
ORDINANCE NO. SCC 2019-04

This was the time set to conduct a public hearing to consider an ordinance amending the Shasta County Code to regulate the personal cultivation of cannabis. Kim Hunter, Planning Division Manager, presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Moty, Ms. Hunter stated that the intent of the ordinance is to bring County code into compliance with State law.

In response to questions from Supervisor Baugh, Ms. Hunter explained that apartments with shared walls are defined as residences within the proposed ordinance, and that there are requirements for filtration systems regardless of the type of residence within which marijuana is grown. She further explained that mitigation steps are the same regardless of the type of residence and that many of the steps require building permits. Ms. Hunter stated that there is no prohibition within the proposed ordinance for marijuana growth in residences wherein children are present.

In response to questions from Supervisor Baugh, County Counsel Cruse stated that there is no way to prohibit growth of marijuana in residences with minors present, due to the way that the state law is written. Mr. Cruse also stated that there is no way to prohibit marijuana growth within apartment units, but that permit requirements will apply and that anyone who grows marijuana indoors without following those requirements will be subject to the County's nuisance abatement procedures. Director of Resource Management Paul Hellman stated that landlords, regardless of the type of residence they rent, are required to provide written permission for tenants to grow marijuana and so can prohibit growth in their rental properties.

In response to questions from Supervisor Morgan, Counsel Cruse explained that people are allowed indoor cultivation of marijuana per state law, and that the requirement of a permit to do so is an attempt to mitigate the possible impacts of that cultivation.

In response to questions from Supervisor Rickert, Mr. Hellman stated that he has not heard of new issues regarding illegal outdoor cultivation of marijuana. He explained that code enforcement staff must prioritize response to complaints by their severity, due to the limited number of staff available.

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

In response to questions from Supervisor Rickert, Mr. Hellman stated that the use of outdoor greenhouses or other transparent structures that allow visibility of the plants is not allowed due to concerns of inviting thieves or vandalism.

By motion made, seconded (Chimenti/Rickert), and carried, the Board of Supervisors took the following actions: Conducted a public hearing; found that Zone Amendment 18-0007, an ordinance amending the Shasta County Code to regulate the personal cultivation of cannabis (Ordinance) is not subject to and is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the Ordinance; found the Ordinance consistent with the Shasta County General Plan; and introduced, waived the reading of, and enacted Ordinance No. SCC 2019-04 of the Board of Supervisors of the County of Shasta Regulating Cannabis Cultivation. Supervisor Morgan opposed.

(See County Code Ordinance Book)

11:20 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Designate Dignity Health Connected Living as Shasta County's Official Food Bank

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

Approve and authorize the Chairman to sign a letter designating Dignity Health Connected Living (formerly known as Shasta Senior Nutrition Program) as the official Shasta County Food Bank for Fiscal Years 2019-20 and 2020-21.

SUMMARY

N/A

DISCUSSION

On April 26, 2016 the Board approved a letter to designate the Shasta Senior Nutrition Program, Inc. as the official Shasta County Food Bank for Fiscal Years (FY) 2016-17, 2017-18, and 2018-19.

On April 27, 2017 the County received a letter from Dignity Health-Shasta Senior Nutrition Program notifying the County that Golden Umbrella and Shasta Senior Nutrition Program (SSNP) would merge to become Dignity Health Connected Living effective July 1, 2017.

On June 27, 2017, the Board approved a letter to change the County's official Food Bank to Dignity Health Connected Living for FYs 2017-18 and 2018-19. In June 2019, Dignity Health contacted the Clerk of the Board requesting that the Board of Supervisors approve Dignity Health Connected Living as the County's designated food bank for an additional period.

As the designated Food Bank for Shasta County, Dignity Health Connected Living is able to purchase bulk food at a low cost to share with community food lockers. This serves low include residents of Shasta County through monthly distribution of government surplus commodities. The Food Bank provides food assistance through the Senior Brown Bag Program, Emergency Food Assistance Program, Government Surplus Program, and coordinates with local non-profit agencies and food closets in procuring food for those in need.

ALTERNATIVES

The Board could choose not to approve the letter and/or provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

Dignity Health Connected Living supports the recommendation.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Letter - Food Bank Designation	6/12/2019	Letter - Food Bank Designation

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

June 25, 2019

Jennifer Powell, Executive Director
Dignity Health Connected Living
100 Mercy Oaks Drive
Redding, CA 96003

Re: Shasta County Food Bank Designation

Dear Ms. Powell:

The Board of Supervisors of the County of Shasta hereby commends Dignity Health Connected Living (DHCL) for the outstanding service it has provided to the low income and senior citizens of this community over the years. Your organization is a valuable component of the service network in Shasta County.

The Board of Supervisors of the County of Shasta previously designated your organization as Shasta County's official food bank on April 26, 2016 in recognition of the exceptional services provided by the agency. It is with great pleasure that we renew our designation of DHCL as the Shasta County Food Bank for Fiscal Years 2019-20 and 2020-21.

Sincerely,

Leonard Moty, Chairman
Board of Supervisors
County of Shasta
State of California

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-4.

SUBJECT:

Amendment to Agreement with JUMP Technology Services, LLC for LEAPS Software Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment to the agreement with JUMP Technology Services, LLC, to provide Adult Protective Services' case management software, support, and maintenance (system) which adds an enhancement to the system, increases maximum compensation by \$2,000 for a new total of \$55,920, and retains the period July 1, 2018 through June 30, 2021.

SUMMARY

Approval of this amendment will allow JUMP Technology Services, LLC to provide a service enhancement to the LEAPS Software (LEAPS) enabling Adult Protective Services (APS) to compile and report data to California Department of Social Services (CDSS) for the Home Safe pilot program.

DISCUSSION

APS is committed to helping seniors and dependent adults live in a safe environment free from abuse and exploitation. Seniors and dependent adults are at a much greater risk of abuse which often leads them to homelessness or the risk of homelessness. APS is the only agency in Shasta County with the expertise to address the fragile needs of this population.

The Health and Human Services Agency (HHSA) currently operates several rapid rehousing programs which use a coordinated entry process and are often full with a wait list. They are designed for the chronically homeless and those needing long term supports, but do not address prevention assistance. Home Safe will allow APS to provide seniors and dependent adults with preventative financial assistance and short-term intensive case management to assist them with becoming stable.

HHSA has utilized LEAPS since December 2016 giving APS the ability to maintain data on cases of alleged and verified abuse in a secure database. This amendment will add a module to LEAPS which will give APS the ability to collect program referral and participant information specific to the Home Safe program. Customized data collection and reporting is a component of the new module, allowing APS to complete and submit Home Safe program reports to CDSS.

ALTERNATIVES

The Board could choose not to approve the amendment or direct the department to renegotiate terms.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The HHSA Social Services Administration FY 2019-20 Adopted Budget includes sufficient appropriation authority for the activities described in this amendment. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
First Amendment	6/12/2019	First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND JUMP TECHNOLOGY SERVICES, INC**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Jump Technology Services, LLC, a California limited liability company, ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on June 6, 2018, effective July 1, 2018, for the provision of Adult Protective Services ("APS") system software, support, and maintenance ("Original Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to add an enhancement to the scope of services and increase related compensation for the services to be provided herein. ("First Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection G.1. of Section V. **CONTRACTOR RESPONSIBILITIES** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

G. FISCAL

1. **MAXIMUM REIMBURSABLE AMOUNT**

Maximum compensation payable under this Agreement shall not exceed \$55,920.

- II. **EXHIBIT A-1, Schedule of Payment**, is attached to this First Amendment and is deemed incorporated in the Agreement as of the effective date of this First Amendment. **EXHIBIT A** shall control from July 1, 2018, until the effective date of this First Amendment.
- III. **EXHIBIT B-1, Schedule of Software, Maintenance and Support**, is attached to this First Amendment and is deemed incorporated in the Agreement as of the effective date of this First Amendment. **EXHIBIT B** shall control from July 1, 2018, until the effective date of this First Amendment.
- IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

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

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2019.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

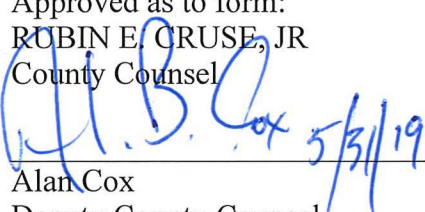
Date: _____

LEONARD MOTY, 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

 5/31/19
Alan Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 05/31/19
James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY APPROVAL

 6-3-2019
Thomas Schreiber
Chief Information Officer

CONTRACTOR

Date: 6/8/2019


Denise Brinkmeyer, President

Date: 6-8-2019


Alan Brinkmeyer, Treasurer

Tax I.D.#: On File

Exhibit A-1
Schedule of Payment

A-1 Maximum Compensation

The maximum compensation per the terms of this Agreement shall not exceed \$55,920.

A-2 The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

A-3 Invoices/Billhead

COUNTY shall be invoiced by CONTRACTOR quarterly and in advance of the Covered Period. COUNTY will pay CONTRACTOR in advance of the Covered Period and within 30 days of receipt of correct and approved Invoice/Billhead.

Covered Period

07/01/2018 – 09/30/2018
10/01/2018 – 12/31/2018
01/01/2019 – 03/31/2019
04/01/2019 – 06/30/2019
07/01/2019 – 09/30/2019
10/01/2019 – 12/31/2019
01/01/2020 – 03/31/2020
04/01/2020 – 06/30/2020
07/01/2020 – 09/30/2020
10/01/2020 – 12/31/2020
01/01/2021 – 03/31/2021
04/01/2021 – 06/30/2021

A-4 Sales and Use Tax

Fees set forth herein shall include applicable California and other state and local sales/use taxes on all Software products procured by COUNTY pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by CONTRACTOR to the State or other taxing authority. CONTRACTOR shall be solely liable and responsible for payment of any and all California and other state and local sales/use taxes. In the event CONTRACTOR fails to pay such California or any other state or local sales/use tax and such taxes have been paid by COUNTY to CONTRACTOR, CONTRACTOR shall reimburse COUNTY for any and all tax amounts paid by COUNTY as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, CONTRACTOR shall be solely responsible for all taxes based on CONTRACTOR's income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR's personal property to which COUNTY does not hold title.

Exhibit B-1
Schedule of Software, Maintenance and Support

When the COUNTY requires the support of the CONTRACTOR, the CONTRACTOR will provide technical support to assist in troubleshooting, defining, and/ or executing corrective actions as follows:

B-1 Scheduled Costs and Scope of Services:

1.0 Schedule of Costs:

Year One: July 1, 2018 - June 30, 2019

Support Plan Level LEAPS EXTENDED 11-20 users

- a. Annual Hosting and Support including 40 hours of system upgrade - \$16,000
- b. New User Training (As requested) 3 sessions @ \$440 each - \$1,320

Year One Total Budget
\$17,320

Year Two: July 1, 2019 – June 30, 2020

Support Plan Level LEAPS EXTENDED 11-20 users

- a. Annual Hosting and Support including 80 hours of system upgrade - \$16,000
- b. New User Training (As requested) 3 sessions @ \$440.00 each - \$1,320.00
- c. Home Safe Data Collection and CDSS Reporting - \$2,000

Year Two Total Budget
\$19,320

Year Three: July 1, 2020 - June 30, 2021

Support Plan Level LEAPS EXTENDED 11-20 users

- a. Annual Hosting and Support including 40 hours of system upgrade - \$16,960
- b. New User Training (As requested) 3 sessions @ \$440.00 - \$1,320

Year Three Total Budget
\$18,280

2.0 Scope of Services:

- a. Adult Protective Services System Software (“LEAPS”) Maintenance and Support under Extended Plan for 11-20 users
- b. Application hosting and hosting environment support, customer portal
- c. SSL Certificate
- d. Provide hosting up to 75 GB storage space
- e. Home Safe Data Collection and CDSS Reporting

3.0 Deliverables

- a. System Maintenance Efforts
- b. Technical Consulting
- c. Troubleshooting
- d. Interface with COUNTY project designee

B-2 Maintenance and Support Services

The COUNTY agrees to purchase Maintenance Services for the Software System.

1.0 Definition of Support Services

COUNTY may contact JUMP Technology Services Support Center (“SSC”) and its Projects Management Office (“PMO”) or a designated Analyst by telephone, facsimile (“fax”), and electronic mail (“email”). The PMO or Analyst will respond to COUNTY Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated COUNTY contacts on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

2.0 Support Plan

CONTRACTOR shall provide support 24 hours a day, 7 days a week, each day of the year.

During normal business hours (7 a.m. and 7 p.m., Central Standard Time (“CST”), Monday through Friday) COUNTY may access support through the support system (<https://jumpssc.com>)

For times outside normal business hours, or on holidays, COUNTY may access support by calling (405) 595-0186:

The following holidays will be observed:

New Year’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Day after Christmas

Service includes the following:

- a. Access to support service through telephone, website portal, and email
- b. Access to support services by up to three designated COUNTY contacts
- c. Access to available Update Releases that ship within the twelve-month period
- d. Web access provides
 1. Submitting Program inquiries or reporting Program problems
 2. Access to Program technical tips
 3. Access to Program problem and solution list(s)
 4. Access to available Patches
 5. Review COUNTY call/issue & status
 6. Review COUNTY maintenance contract status

3.0 Reporting Cases to the Support Services Center

3.1 All Program inquiries or issue reports submitted to JUMP Technology Services via a HDT must be made by a designated COUNTY contact. HDTs will generally fall into one of four categories:

- a. **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
- b. **Program Defect:** the COUNTY encounters a problem that is determined to be an Error or defect in the Program.
- c. **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features.
- d. **Documentation Discrepancies.**

3.2 All HDTs submitted to the SSC shall be made in the form of an issue report and shall include the following:

- a. Contact information for the designated COUNTY contact reporting the problem.
- b. The name and version number of the system being used.
- c. A general description of the operating environment in which the issue was discovered (as applicable).
- d. A description of relevant hardware components in the environment.
- e. A description of relevant software components (O.S., browser, etc.) in the environment and their versions.
- f. A description of the problem and expected results.
- g. System generated error messages or diagnostics where available.

3.3 CONTRACTOR will respond to HDTs within CONTRACTOR's published response time goals as follows for all issues categories excluding enhancement requests:

Priority	Acknowledgment	Response
1 – High	2 business hours	2 business hours
2 – Medium	1 business day	3 business days
3 – Low	1 business days	5 business days

- a. **Acknowledgment Time** is the time between the COUNTY reporting the HDT to CONTRACTOR and the time CONTRACTOR gives the COUNTY notice that it acknowledges the situation. These response times apply to HDTs reported via the Web during normal business hours (CST), or via the SCC Support Hot Line. HDTs reported the Web outside of normal business hours (CST) will adhere to the above times from the start of the next business day.
- b. **Response Time** is the time between the COUNTY reporting the HDT and the time that a PMO or SSC Analyst is assigned and actively working on the HDT.
- c. Requests for enhancements or services beyond the scope of this agreement shall be offered to COUNTY according to the rate per B.3. below.

4.0 Definitions of HDT Priorities

4.1 Priority Definitions: CONTRACTOR and COUNTY will work jointly to assign the appropriate priority to all HDT based on the following criteria:

Priority	Conditions
1 – High	Critical business impact. The COUNTY has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; or an essential part of the system is unusable for the COUNTY, which results in the inability to use a mission critical application.
2 – Medium	Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The COUNTY can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

4.2 CONTRACTOR's Undertaking: For each HDT reported by COUNTY, CONTRACTOR undertakes to:

- Maintain a telephone number for COUNTY to call to report a problem and receive assistance.
- Confirm receipt of all reports to COUNTY. The confirmation shall be in written form and shall contain an identifying ticket number assigned by CONTRACTOR which will be used in all subsequent communications and contain a time-frame in which a response from CONTRACTOR can be expected.
- Analyze the report and verify the existence of the problem.
- Give COUNTY direction and assistance in resolving technical issues.

4.3 COUNTY's Undertaking: Before escalating a HDT to CONTRACTOR, COUNTY undertakes to:

- Appoint designated Contacts from COUNTY's organization for all matters relating to the support issues for JUMP systems.
- Obtain all necessary information as outlined above.
- Include CONTRACTOR's identifying HDT number in all subsequent communications with CONTRACTOR regarding the HDT.
- Maintain an accurate record of all HDT actions, based on feedback from CONTRACTOR.

5.0 Closure of HDT

HDT will be considered to be resolved and will be closed under the following conditions:

- a. COUNTY receives an error correction, a workaround, or information that resolves the issue.
- b. Issue is identified as not a problem with the JUMP product
- c. If the HDT results in a defect correction or enhancement request being entered and COUNTY has been advised of this and has been notified of the defect/enhancement ID for future reference.
- d. COUNTY has not responded after 10 business days to CONTRACTOR after information was provided via a final message left on COUNTY's voice mail or via email. The HDT can be reopened if the issue has not been resolved.

6.0 Software Releases

The COUNTY's project manager will publish release information at release planning and implementation. The COUNTY will also be provided with a link to iteration plans that include requested or planned future enhancements. Prior to implementation, CONTRACTOR will notify COUNTY of all planned updates pursuant to changes in federal, state, and local requirements.

7.0 Failure Correction Goals

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The COUNTY will be notified that the defect/failure was received and will be provided with an HDT number. CONTRACTOR will respond to defect reports as indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third-party product.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.
2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

B-3 Support Services Outside of Standard Maintenance

For enhancements/customizations outside the scope of software maintenance and support, the COUNTY and CONTRACTOR agree to determine and provide additional projects as requested by COUNTY.

Hourly Rate: \$90

Maximum Amount per Agreement term: \$1,000

- a. COUNTY will submit in writing, through U.S. mail, overnight courier, or email, a Scope of Work to CONTRACTOR for each project. The Scope of Work will include expected deliverables.
- b. The CONTRACTOR will provide a Project Estimate to COUNTY within 10 business days of receipt of the Scope of Work. The Project Estimate will include a statement of work, deliverables, project timeline, and cost. The CONTRACTOR shall provide the Project Estimate to the COUNTY Contracts Administration Unit ("CAU") in writing, through U.S. mail, overnight courier, or email.
- c. COUNTY will accept the Project by returning an executed copy of the Project Estimate to CONTRACTOR.
- d. The executed Project Estimate shall be incorporated as an amendment hereto.
- e. No work shall be completed unless the Project Estimate is formally approved and executed by both parties.
- f. CONTRACTOR shall bill for enhancements/customizations per the terms of paragraph V.G.2.

B-4 Home Safe Program

CONTRACTOR shall provide Home Safe Data Collection and CDSS Reporting software module for reporting Services Decision Assistance Tool ("SPDAT") data to California Department of Social Services ("CDSS") for the term of the COUNTY'S current Home Safe grant.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Agreement with Telecare Corporation for the Provision of Adult Residential Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Telecare Corporation in an amount not to exceed \$500,000 to provide residential mental health rehabilitation and skilled nursing facility services for the period July 1, 2019 through June 30, 2022.

SUMMARY

This agreement will allow Telecare Corporation (Telecare) to continue to provide residential treatment program options for Shasta County clients with serious mental illness as an alternative to placement in an acute inpatient care setting or a state hospital. Telecare operates both mental health rehabilitation centers (MHRC) and skilled nursing facilities (SNF).

DISCUSSION

Telecare offers several treatment options at their MHRC and SNF facilities that are specific to individual needs. Telecare's MHRC facilities include: Villa Fairmont in San Leandro, CA, and Gladman MHRC in Oakland, CA. These facilities provide 24-hour long term residential services to Shasta County (County) clients with serious mental illness. In addition to residential services, Telecare also provides services including life skills training, anger management, medication awareness, impulse control, and coordinated discharge planning with County staff. Telecare's SNF facilities include: La Paz Geropsychiatric Center in Paramount, CA, Garfield Neurobehavioral Center in Oakland, CA, and Morton Bakar Center in Hayward, CA. These facilities serve adult and older adult County clients who have cooccurring psychiatric and medical conditions.

Residential placement options for severely mentally ill individuals, especially those who need ongoing medical care, are limited. MHRC facilities are less restrictive environments and allow County staff to work collaboratively on individualized treatment planning designed to reintegrate the individual into the community when possible. For those County clients who require medical care in addition to psychiatric treatment Telecare's SNF facilities provide a much-needed option. Although every attempt is made to keep clients in Shasta County, placement in out-of-county treatment facilities that can best meet their needs may be necessary.

The proposed agreement will also authorize the Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to approve rate changes, both retroactive and prospective, provided that the rate increase does not increase the maximum amount payable under the agreement.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum amount payable under the proposed agreement is \$500,000 during the entire term of the agreement. Costs are on a fee-for-service basis and only incurred when a Shasta County resident receives services. All residential services are excluded from Medi-Cal reimbursement and, therefore all costs incurred through this agreement are funded entirely through department discretionary revenues. The fiscal year (FY) 2019-20 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	6/14/2019	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
TELECARE CORPORATION**

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 Telecare Corporation, a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the provision of residential mental health rehabilitation center ("MHRC") and skilled nursing facility ("SNF") services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement and in consideration of the compensation hereinafter set forth, Contractor shall perform services for County as prescribed in **EXHIBIT A**, attached and incorporated herein.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Contractor as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Contractor.
- B. Monitor Contractor's performance to assure compliance with the terms, conditions and specifications of the agreement.

Section 3. COMPENSATION.

- A. County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms set forth in **EXHIBIT B, PAYMENTS**, attached and incorporated herein.
- B. In no event shall the maximum amount payable under this agreement exceed \$500,000.
- C. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- D. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director, or any HHSA Branch Director designated by the HHSA Director, may approve rate changes, both retroactive and prospective, provided that the rate increase shall not increase the maximum amount payable under this agreement.
- E. 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's Health and Human Services Agency, Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 by the 15th day of each month for the services rendered the previous month, a billhead or invoice ("Statement") regularly used in the conduct of business of

the Contractor. The Statement shall include, at a minimum, the facility's name, Client's name, number of days of service, and dates of service for each client billed for. County shall make payment within 30 days of receipt of Contractor's correct and approved Statement. Notwithstanding the foregoing, upon termination, expiration, or cancellation of this agreement, Contractor shall submit to County a final Statement within 10 days of the termination, expiration, or cancellation of this agreement, and County shall make payment within 30 days of receipt of Contractor's correct and approved final Statement. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

- 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 as of July 1, 2019, and shall end June 30, 2022. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

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. Either Party 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, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director.
- 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. In addition to the provisions of Section 3.D. of this agreement, minor amendments, including retroactive and prospective, 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 HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of 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.

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 ensure 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 insurance 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 the *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, 3 million aggregate.
- 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 the 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, 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 the 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 comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- C. 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.
- D. 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.
- E. Contractor and Contractor's officers, employees, and agents shall comply with the Deficit Reduction Act of 2005.
- F. Contractor shall comply with the Federal Rehabilitation Act of 1973, section 503.
- G. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code ("WIC"), (commencing at section 5600 et seq.), Title 9 and Title 22 of the California Code of Regulations ("CCR"), the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.
- H. Contractor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, CCR, Title 9, section 1810.436, subd. (a)(1) - (5), which provides (in substance) that:
- (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;
 - (3) Contractor shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;

- (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
- (5) Contractor shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. 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.
- J. 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 noncompliance with the provisions of this .

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, family, and spousal support obligations shall constitute a default under this agreement.

- 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. CONFIDENTIALITY OF CLIENT/PATIENT INFORMATION.

A All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CLINICAL RECORDS.

Contractor shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all client contacts and/or all treatment decisions. Program and client clinical treatment records shall contain detail adequate for the evaluation of the service. Contractor shall provide monthly reports to the Director in conformance with the Client and Service Information (CSI) System as prescribed by the California Department of Mental Health.

Section 28. FINANCIAL RECORDS.

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

Section 29. FINANCIAL REPORTING

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency

including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services Branch, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 30. PERSONNEL.

- A. Contractor shall furnish such qualified professional personnel as prescribed in the CCR, Title 9, for the type of services prescribed in **EXHIBIT A**.
- B. All Contractor's personnel shall have the appropriate state licensure required for their given profession.

Section 31. AGREEMENT SUPERVISION.

- A. The HHSA Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.
- B. County shall monitor the kind, quality, and quantity of Contractor's services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

Section 32. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with all applicable Federal Healthcare Fraud and Abuse laws and regulations including but not limited to: False Claims Act, Statute: 31 United States Code (USC) section 3729-3733; Anti-Kickback Statute: 42 USC section 1320a-7b(b); Safe Harbor Regulations: 42 Code of Federal Regulations ("CFR") section 1001.952; Physician Self-Referral Law, Statute: 42 USC section 1395nn, Regulations: 42 CFR section 411.350-.389; Exclusion Authorities Law, Statute: 42 USC section 1320a-7, 1320c-5, Regulations: 42 CFR pts. 1001 Office of Inspector General (OIG) and 1002 (State agencies); Civil Monetary Penalties Law, Statute: 42 USC section 1320a-7a, Regulations: 42 CFR pt. 1003; and Criminal Health Care Fraud Statute: 18 USC sections 1347 and 1349. Contractor and all of Contractor's employees, volunteers, agents, and officers shall adhere to all applicable regulations and statutes. This provision shall survive the termination, expiration, or cancellation of this.
- B. Contractor shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
- C. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.

- D. Contractor shall verify monthly all of Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County monthly, electronically in .pdf format or other electronic format preapproved by County.

Section 33. NOTICE OF RIGHTS.

Contractor shall give the persons provided services pursuant to this agreement notice of their rights in accordance with section 5325 of the WIC and CCR, Title 9, section 862. In addition, in all of Contractor's Site(s), Contractor shall have prominently posted in the predominant languages of the community a notice of the rights delineated in section 5325 of the WIC and in California Code of Regulations, Title 9, section 862.

Section 34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor 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. Contractor 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. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 10.

[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: _____

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

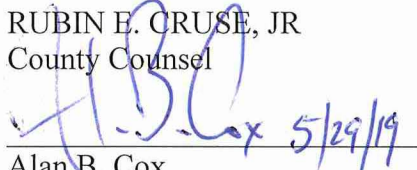
ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

 5/29/19
Alan B. Cox
Deputy County Counsel

 05/30/19
James Johnson
Risk Management Analyst

CONTRACTOR

Date: _____

 6/12/19
Leslie Davis
Senior Vice President/Chief Fiscal Officer

Date: _____


Faith Richie,
~~Senior Vice President for Development~~

Tax I.D.#: On File

EXHIBIT A

1. PROGRAM SERVICES. In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this agreement:

- A. Licensed Skilled Nursing Facility ("SNF") Services

Serving adults and older adults with co-occurring disorders (psychiatric/medical) in need of 24-hour skilled nursing services. Skilled nursing facilities operate under Title 22, CCR, sections 51335, and 71443-72475 and the State Department of Mental Health's (DMH) Policies and Directives. Services to be provided at the following locations:

La Paz Geropsychiatric Center
8835 Vans Street
Paramount, CA 90723

Garfield Neurobehavioral Center
1451 28th Avenue
Oakland, CA 94601

Morton Bakar Center
494 Blossom Way
Hayward, CA 94541

- B. Mental Health Rehabilitation Centers (MHRC)

Serving adults in need of intensive 24-hour psychiatric rehabilitation services with a focus on rehabilitation rather than skilled nursing. MHRC's operate under Title 9, CCR, Division 1, and the State Department of Mental Health's Policies and Directives. Services to be provided at the following locations:

Villa Fairmont
15200 Foothill Blvd.
San Leandro, CA 94578

Gladman MHRC
2633 E. 27th St.
Oakland, CA 94601

2. SERVICE & STAFFING STANDARDS FOR SNF/MHRC

Contractor shall:

- A. Comply with all applicable state and federal laws in carrying out the requirements of this agreement.
 - B. Provide clinical supervision to all staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.

- C. Identify lead clinical staff responsible for or organizing training of staff. Training will include, but is not limited to, the following: clinical characteristics of core target population, co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, family education intervention, crisis management and relapse prevention.

3. SERVICE REQUIREMENTS FOR SNF/MHRC

Contractor shall ensure adherence to the following:

A. Service Levels

1. Provide, at a minimum, the following basic services: physician, nursing, pharmaceutical, and dietary services.
2. If a service cannot be provided by Contractor, Contractor shall assist the client in arranging for transportation to and from a service location.
3. Ensure that all orders, written by a person lawfully authorized to prescribed, shall be carried out unless contraindicated.
4. Each client shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence. Every effort shall be made to keep clients active, and out of bed for reasonable periods of time, except when contraindicated by physician's orders.
5. Each client shall be provided with good nutrition and with necessary fluids for hydration.
6. The weight and height of each client shall be taken and recorded in the client record upon admission, and the weight shall be taken and recorded at least once per month thereafter, and at discharge.
7. Each client shall be provided visual privacy during treatment and personal care.
8. Each client shall be screened for tuberculosis upon admission, unless a tuberculosis screening has been completed within 90 days prior to the date of admission to Contractor's facility.
9. Provide a minimum of weekly face to face contact or more as clinically indicated which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.
10. Ensure face to face psychiatry visits are at a minimum of one time per month or more frequent as clinically indicated.

B. Service Authorization

1. Services shall be pre-authorized in writing by the County. Services not pre-authorized in writing by County shall not be reimbursed.
2. Facility rates shall be in accordance with **EXHIBIT B** and shall be determined as part of the written authorization.

3. Modifications to the County authorized rate without the written consent of County shall not be reimbursed.
4. Bed holds in accordance with **EXHIBIT B**, are limited to seven days per month per client. Bed holds are for clients currently residing in the facility and must be pre-authorized by County.
5. Referrals will be reviewed and disposition will be made within three working days from receipt. All denials will be in writing and submitted to County.

C. Admission Criteria

Client Eligibility. Contractor shall admit clients with a Diagnostic and Statistical Manual of Mental Disorders (DSM) IV, or successor version, diagnosis. Clients in need of 24-hour mental health services, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, or excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that clients whose mental illness is deemed appropriate for acute care, as well as clients suffering exclusively from developmental disability, intellectual disability, or physical illnesses (without a psychiatric component), shall not be considered for admission. Clients diagnosed with organic brain syndromes will not be eligible for admission.

D. Core Mental Health Services

1. Individualized service plans that focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments. Contractor shall involve the client in treatment planning to the extent the client is able to participate.
2. Opportunities to participate in educational and/or peer support groups for clients and caregiver/family (when available).
3. Supportive individual therapy for clients as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.
4. Services that target symptom remission or functional improvements which may include, but are not limited to: motivational interviewing, teaching independent living skills, employment and vocational skills, preparing wellness and recovery, and relapse prevention plans.
5. Rehabilitation groups for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity), and relapse prevention.
6. Education on psychiatric and/or co-occurring substance use disorders and relapse prevention.

7. Crisis intervention as needed to prevent hospitalization.
8. For SNF clients, medical care with availability of physician services for treatment of any physical ailments.

E. Crisis Response

1. Ensure individualized crisis plans are developed during admission and updated as indicated. Plans should address triggers of stress, patterns of behaviors, personal supports, helpful interventions, relevant medication history, and current prescriptions to reduce the frequency of relapse.
2. Provide 24 hour seven days per week crisis services as clinically indicated.
3. Notify in writing the County via facsimile at (530) 225-5229 when a client requires acute psychiatric or medical hospitalization.

F. Discharge

1. Contractor shall consult with County early in the discharge planning process regarding placement options and outpatient supports.
2. Contractor shall only discharge a Client from service when Client has:
 - a. Achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian, and providers as measured by symptom management, recognition of triggers of relapse, and active participation in a wellness plan.
 - b. Fulfilled the length/duration of services as determined by the individualized needs of each client in accordance with his/her Treatment Plan.
 - c. Been determined by the client, caregiver/family member, legal guardian, County, and current treatment provider to no longer benefit from the treatment environment or regime.

G. Performance Measures

Admissions: 90% of all clients referred for placement by County will be admitted into the identified programs.

H. Additional Provisions

1. County shall:
 - a. Participate in regular site visitations for the purpose of monitoring client's progress, general welfare of clients, physical and program integrity of the facility, as well as routine review of individual client treatment plans, service provider reports and fiscal claims.
 - b. Participate in monthly Utilization Review which may be composed of, but not limited to, the following participants: the

client's conservator or representative, County, Contractor's facility staff or designee. Findings and recommendations of this review shall become integrated in the client's treatment plan.

- c. Review each client's admission, discharge, and length of stay data on a quarterly basis.

2. Contractor shall:

- a. Provide information on adverse incidents to County within 24 hours of their occurrence including, but not limited to: deaths, elopements, physical injury, physical or sexual abuse, or significant assaults. Contractor shall provide corrective action plans and progress reports when indicated or requested by County.
- b. Provide written client progress notes on a quarterly basis in a format preapproved by County. When deemed necessary and requested in advance by County, Contractor shall provide more frequent progress notes, within three working days of request, to evaluate the progress of individual client treatment goals in order to facilitate timely discharges.
- c. Cooperate with County requests for information on clients placed under the terms of this agreement.
- d. Allow County to have reasonable access to all areas of any of Contractor's facilities wherein a client is currently placed, or had been placed, pursuant to this agreement, at any time and to review such data as will allow for the County's meaningful evaluation and monitoring of quality of care.
- e. Provide County, within 24 hours of receipt, copies of any reports prepared by state agencies or licensing bodies regarding the Contractor's facilities or quality of care provided, including any notations of deficiencies.

4. TREATMENT GOALS FOR SNF.

The treatment goals at Contractor's facilities under the terms and conditions of this agreement are to:

- A. Provide a safe and healthful living environment.
- B. Modify a client's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client to live in a less restrictive, more independent setting.
- C. Minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.

- D. At request of County, consult with County's psychiatrist, or other designated staff, on the proper dosage and administration of appropriate medications to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner.

5. TREATMENT GOALS FOR MHRC.

The treatment goals at Contractor's facilities under the terms and conditions of this agreement are:

- A. Provide a safe and healthful living environment.
- B. To modify a client's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client to live in a less restrictive, more independent setting.
- C. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.
- D. At request of County, Contractor shall consult with County's psychiatrist, or other designated staff, on the proper dosage and administration of appropriate medications to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner.
- E. Interrupt the cycle of increased dependence on the utilization of skilled nursing facilities as a placement option.

EXHIBIT B PAYMENTS

PAYMENT. Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

A. Contractor shall be paid as follows for services provided in the named facilities:

Facility Name (MHRC)	Per Bed/Per Client	FY 2019-20	FY 2020-21	FY 2021-22
Villa Fairmont	Daily Rate	\$412.00	\$424.36	\$437.09
Gladman	Daily Rate	\$419.82	\$432.41	\$445.38

B. Contractor shall be paid as follows for services provided in the named facilities:

Facility Name (SNF)	Per Bed/Per Client	FY 2019-20	FY 2020-21	FY 2021-22
La Paz	Medi-Cal Daily Rate	\$131.26	\$135.20	\$139.26
	Additional Non Medi-Cal Rate*	\$315.74	\$326.14	\$336.88
Garfield	Medi-Cal Daily Rate	\$241.11	\$248.35	\$255.80
	Additional Non Medi-Cal Rate*	\$562.69	\$581.18	\$600.28
Morton Bakar	Medi-Cal Daily Rate	\$128.77	\$132.63	\$136.61
	Additional Non Medi-Cal Rate*	\$354.99	\$378.98	\$391.58

*Estimate assuming 3.5% annual increase to current State Medi-Cal rates for SNFs.

C. Clients requiring 1:1 and/or escort services shall be paid as follows, in addition to the Daily Rate:

Service Description	Hourly Rate
1:1 Supervision	\$38/hour
Escort Services	\$28/hour

D. For the purposes of this agreement, the term “per day per client” includes beds held vacant (bed holds) for clients who are temporarily absent from a facility. Agreement by both Parties is required for bed holds of more than 7 days.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-6.

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

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

RECOMMENDATION

Adopt a salary resolution, effective July 7, 2019, which amends the Shasta County Position Allocation List as follows: (1) Delete 1.0 Full-Time Equivalent (FTE) vacant Agency Staff Services Analyst I/II and add 1.0 FTE Staff Services Analyst I/II in the Health and Human Services Agency (HHSA) – Business and Support Services budget; and (2) delete 1.0 FTE vacant Typist Clerk I/II and add a 1.0 FTE Office Assistant I/II in the HHSA - Public Health budget.

SUMMARY

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

DISCUSSION

The department is requesting the deletion of 1.0 FTE Agency Staff Services Analyst and the addition of 1.0 FTE Staff Services Analyst I/II in the Health and Human Services Agency – Business and Support Services budget to allow the department greater consistency and flexibility in staffing. In addition, the HHSA is requesting the deletion of 1.0 FTE Typist Clerk I/II and the addition of 1.0 Office Assistant I/II in the Public Health budget in order to standardize the clerical positions throughout the Health and Human Services Agency (HHSA).

ALTERNATIVES

The Board could choose not to approve the salary resolution, defer consideration to a future date, or provide alternate

direction to staff.

OTHER AGENCY INVOLVEMENT

This Recommendation has been reviewed by the Director of Support Services and by the County Administrative Office. The Support Services Department – Personnel Unit prepared the salary resolution.

FINANCING

HHSA’s Fiscal Year 2019-20 Recommended 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	6/14/2019	Salary Resolution

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 July 7, 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>Approx. Monthly F Step</u>
HEALTH SERVICES - HHSA – Cost Center 502									

DELETE

	Agency Staff Servs Analyst I or	C	1	1.0	2176	UPEC	425	3208	4095
	Agency Staff Servs Analyst II	C				UPEC	455	3714	4740

ADD

60	Staff Services Analyst I or	C	1	1.0		UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740

PUBLIC HEALTH – Cost Center 411DELETE

	Typist Clerk I or	C	1	1.0	2665	UPEC	347	2193	2799
	Typist Clerk II	C				UPEC	358	2314	2953

ADD

60	Office Assistant I or	C	1	1.0		UPEC	347	2193	2799
60	Office Assistant II	C				UPEC	358	2314	2953

DULY PASSED AND ADOPTED this 25th day of June, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

Salary Resolution

June 25, 2019

Page 2 of 2

AYES: X
NOES: X
ABSENT: X
ABSTAIN: X
RECUSE: X

LEONARD MOTY, 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: June 25, 2019

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Training Services Agreements with the University of California, Davis

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) 229-8419

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign two renewal training agreements with the Regents of the University of California, Davis for the period July 1, 2019 through June 30, 2020: (1) In the amount of \$25,500 for child welfare staff in the Health and Human Services Agency (HHSA) Children's Services Branch; and (2) in the amount of \$136,000 for additional HHSA staff.

SUMMARY

Approval of these agreements will allow University of California, Davis (UCD) to continue to provide training to Health and Human Services Agency (HHSA) staff in accordance with the annual training plan submitted to and approved by the Training Bureau of the California Department of Social Services (CDSS).

DISCUSSION

UCD has been satisfactorily providing training to HHSA staff for many years. Through these agreements, UCD will continue to provide training to HHSA staff in subject areas selected by HHSA. Foundational development training series for employees and supervisors, among others chosen by HHSA, provide consistent delivery of best practices for increasing performance and encouraging professional growth.

Child Welfare staff in HHSA Children's Services Branch have received specialized training through UC Davis around new statewide practices including the California Core Practice Model, Cultivating Resiliency and Wellbeing, and other new promising practices in child welfare.

ALTERNATIVES

The Board could choose not to approve these agreements or direct HHSA staff to seek alternative training services.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Child Welfare trainings are funded through the Child Welfare Services allocation (BU 501), which requires a County share of cost met largely through Realignment. The Regional Services trainings are funded through our CalWORKs, CalFresh, and Medi-Cal allocations (BU 501), which requires a County share of cost, which is primarily applied to the required CalWORKs Maintenance of Effort. The Business and Support Fiscal trainings cost (BU 502), will be allocated back to the programs they benefit. The HHSA’s FY 2019-20 Recommended Budget includes sufficient appropriation authority for the activities described in this agreement. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Child Welfare Training Agreement	6/18/2019	Child Welfare Training Agreement
HHSA Training Agreement	6/18/2019	HHSA Training Agreement

UNIVERSITY OF CALIFORNIA, DAVIS

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DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement #CW-2019-29
C000113917

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Continuing and Professional Education and SHASTA COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020. All courses must be completed by June 30, 2020.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

User:

Shasta County
Health and Human Services Agency
1313 Yuba Street
Redding, CA 96001

Additional University:

Center for Human Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

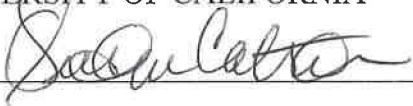
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

Agreement #CW-2019-29
C000113917

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 

Name: Susan Catron, MPPA, EdD
UC Davis Continuing and
Professional Education

Date: 2/28/2019

FEIN: 94-6036494

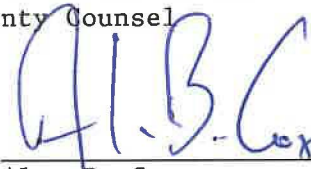
SHASTA COUNTY

By: _____

Name: Leonard Moty, Chairman
Board of Supervisors
County of Shasta, State of California

Date: _____

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

By:  6/18/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

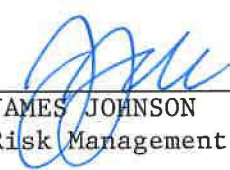
By:  06/18/19
JAMES JOHNSON
Risk Management Analyst

EXHIBIT A

TRAINING PROGRAM

1. 6.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is \$25,500.00

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DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement #GENT-2019-29
C000113916

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Continuing and Professional Education and SHASTA COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020. All courses must be completed by June 30, 2020.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

User:

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

Additional University:

Center for Human Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

Agreement #GENT-2019-29
C000113916

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 

Name: Susan Catron, MPPA, EdD
UC Davis Continuing and
Professional Education

Date: 2/28/2019

FEIN: 94-6036494

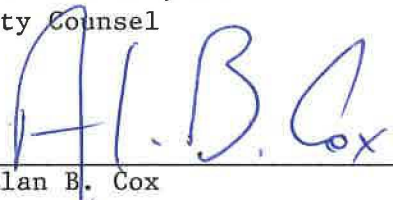
SHASTA COUNTY

By: _____

Name: Leonard Moty, Chairman
Board of Supervisors
County of Shasta, State of California

Date: _____

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

By:  6/18/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

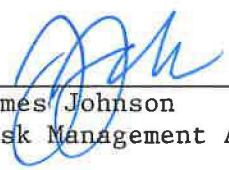
By:  06/18/19
James Johnson
Risk Management Analyst

EXHIBIT A

TRAINING PROGRAM

1. 32.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is \$136,000.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Reappointment to the Partnership HealthPlan of California Commission

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

Supervisory District No. : All

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

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

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

RECOMMENDATION

Reappoint Dave Jones and Dean Germano to serve four-year terms from September 1, 2019 to August 31, 2023 on the Partnership HealthPlan of California Commission.

SUMMARY

The Partnership HealthPlan of California (PHC) Commission is a multi-county governing commission that operates a managed care plan for Medi-Cal beneficiaries, and has been serving Shasta County since September 1, 2013. The PHC Commission is comprised of Commissioners appointed by the Board of Supervisors from each member county. Counties with more than 55,000 PHC members are entitled to appoint four Commissioners. PHC currently serves over 59,000 residents of Shasta County. The recommended actions comply with Shasta County Code 2.70, *Partnership HealthPlan of California Commission*.

DISCUSSION

Per Shasta County Code (Code) 2.70, approved by the Shasta County Board of Supervisors on July 16, 2013, and amended on December 15, 2015, the persons appointed to the PHC Commission by Shasta County shall include the Shasta County Health and Human Services Agency (HHSA) Director or his/her designee and additional persons nominated by members of the Shasta County Health Assessment and Redesign Collaborative (SHARC) and/or local health care providers that serve Medi-Cal beneficiaries. The HHSA Director is responsible for receiving and evaluating the nominations and making recommendations to the Board of Supervisors. The Code stipulates four-year terms that are staggered, with two members appointed every two years.

The Board appointed Dave Jones to a four year term beginning September 1, 2015. In June 2017, the Board appointed Dean Germano to fill a vacant seat on the PHC Commission and complete an unexpired term through August 31, 2019. Both Mr. Jones and Mr. Germano are Commissioners in good standing, and are willing to serve new four year terms from September 1,

2019 through August 31, 2023. The other two Shasta County members on the Commission are Randall Hempling and Donnell Ewert, both serving terms that expire August 31, 2021.

ALTERNATIVES

One alternative is not to approve one, or both of the individuals recommended to serve on the PHC Commission and to request that the HHSA Director submit new name(s) for consideration.

OTHER AGENCY INVOLVEMENT

The recommended individuals are actively involved in and were endorsed by the SHARC collaborative. The HHSA Director supports the recommendation. The recommendation has been reviewed by the County Administrative Office.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Renewal Agreement with Nurse Family Partnership

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Melissa Janulewicz, Branch Director, HHSA Regional Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Nurse-Family Partnership® (NFP) in the amount not to exceed \$143,750 for a non-exclusive limited right and license to use NFP's proprietary property, receive access to the NFP Program, and related mandatory training for the period July 1, 2019 through June 30, 2023.

SUMMARY

Shasta County has been in contract with NFP, an evidence based home visiting program designed to improve outcomes in young families, since 2012. NFP is an evidenced-based, community health program that serves first-time mothers and families living in poverty. By awakening the caretaker within each mother, nurses are able to improve healthy brain development and school readiness in children, prevent child abuse and neglect, strengthen and empower families and break the cycle of poverty.

DISCUSSION

This agreement allows for the County to continue to implement Nurse-Family Partnership model in our community. NFP serves first-time, low income, high risk pregnant women who enroll voluntarily prior to the 28th week of pregnancy. Clients are visited in their homes by one consistent nurse throughout their pregnancy and the first two years of the child's life in accordance to model fidelity. Nurse Home Visitors have access to visit to visit guidelines, parent education materials, and extensive training provided by NFP's National Service Office.

For three decades NFP has done extensive research on program outcomes. Randomized controlled trials, the most rigorous of research methods, were conducted in three diverse populations with consistent positive program effects. The research continues today through the Prevention Research Center at the University of Colorado. The consistent short term effects of the program included improved prenatal health, fewer childhood injuries, and fewer subsequent pregnancies, increased intervals between births, increased maternal employment, and improved school readiness for the children. Lifetime benefits for mothers also include less involvement with law enforcement with fewer arrests, fewer convictions, and less time spent in jail. Long term

benefits for children also include reduced incidences of child abuse and neglect.

Other studies have also concluded that the net reductions in public expenditures begin to accrue by the time children are four years old. Further, the Rand Corporation has independently estimated that the cost-savings (in 2005) to society and government over the child's lifetime are five times greater than the cost of the program, with additional savings accruing throughout the lives of both mom and child.

The Shasta County NFP program has served a total of 488 families since its inception in April 2012 and is currently serving at caseload capacity of 110 families. A total of 326 babies have been born into the program since August 2012. More than 78 percent of the women served by NFP in Shasta County are between the ages of 15-24 years old with the median household income of \$7500 and more than 80 percent are receiving Medi-Cal. This demonstrates that the program is reaching the targeted high-risk population. 100 percent of the Shasta County women who qualify for the voluntary program and decide to enroll are enrolling prior to the programs requirement at 28 weeks of pregnancy, with 45 percent enrolling by the end of their 16 week of pregnancy. Shasta County's NFP program has excellent breastfeeding initiate rates of 95 percent with 56 percent of mothers' breastfeeding at six months, and 40 percent still breastfeeding at twelve months. Maternal smoking during pregnancy dropped from 12.2 percent at intake to 9.9 percent at 36 weeks of pregnancy. This represents a 19 percent reduction in smoking rate. Experience of violence during pregnancy dropped from 3.0 percent at intake to 1.9 percent at 36 weeks, a 38 percent reduction. 84 percent of infants were assessed by the nurses as being current with immunizations by 24 months. 30 percent of women had a subsequent pregnancy by 24 months postpartum. And greater than 90 percent of all developmental screens are completed on infants and toddlers throughout the program. 53 percent of women over 18 years old are participating in the work place 24 months after the birth of their child.

ALTERNATIVES

The Board could choose not to approve the agreement. If not approved, Shasta County would be ineligible to continue the NFP program in our County, potentially affecting services to approximately 110 families, and the department would return the funds to California Department of Public Health.

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

This project funding has been approved with Maternal Infant Early Childhood Home Visiting (MIECHV) funds within CDPH-MCAH AFA. Shasta County Board of Supervisors previously approved an amendment to receive the MCAH Contracted Funds for fiscal year 2015-2019 in the amount of \$2,838,908 The grant includes annual administrative costs for the MIECHV Program, including travel and training, a 25 percent indirect cost rate for salaries and fringe benefits. The program is currently working on an AFA agreement for funding for FY 19-23.

In addition, the County has received additional funding through the CalWORKs Home Visiting Initiative allocation to serve CalWORKs participants.

There is no stated maximum compensation amount listed in the proposed agreement. However, based on past expenditures for this agreement, the department estimates spending no more than \$143,750 during the entire term of the agreement. If this amount approaches the maximum compensation amount requested today, then the department would return to the Board to request an amendment to the agreement.

Public Health's FY 2019-20 Recommended Budget includes sufficient appropriation authority for the activities described in this agreement. No Additional County General Funds are requested.

ATTACHMENTS:

Description
Agreement

Upload Date
6/17/2019

Description
Agreement

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period July 1, 2019, through June 30, 2023, is by and between County of Shasta through its Health and Human Services Agency ("Agency") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP"), (together, the "Parties").

RECITALS:

- A. Whereas, the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed on the basis of randomized controlled trial research to yield certain benefits for low-income, first-time mothers and their children ("Program Benefits").
- B. Whereas, the Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.
- C. Whereas, the Program implementation by Agency must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached and incorporated herein, to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Whereas, Agency desires and intends to implement the Program to serve low-income, first-time mothers in Agency's geographic area, and to represent itself to the public and be known to the public as affiliated with the Nurse-Family Partnership Program.
- E. Whereas, NFP desires and intends to operate in the best interests of mothers and children and to guide and support the Program implementation process in a manner that will help the Agency obtain Program Benefits for the mothers and children that Agency serves.

AGREEMENT:

In consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS.

- A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:
 - 1. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to Agency, into which designated, NFP-approved Agency personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
 - 2. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.
 - 3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.
 - 4. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.

5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in Research.
 6. "Electronic Visit-to-Visit Guidelines™" or "E-Guidelines™" means NFP's written guidance for how a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
 7. "Location" means the work address of a Program Supervisor.
 8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by Agency who spends at least 20 (twenty) hours per week, or 0.5FTE, whichever is greater, delivering the Program to Clients.
 9. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Agency. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
 10. "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
 11. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor.
 12. "Implementing Agency" or "IA" means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
 13. "NFP Community Website" means the website hosted by the national office of NFP at which Agency personnel may access resources related to the Program.
 14. "Nurse Consultant" means a registered nurse provided by the National Service Office ("NSO") of NFP, who has been trained by the NSO and is qualified to consult with Agency on matters related to the Program.
- B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Agency, NFP, or its licensors, whether they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with collected data, research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Agency with reasonable notice of those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Agency.
- C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including

without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

II. NFP OBLIGATIONS; RIGHTS

- A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. Agency shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the collected data, research, and current modalities of delivery of the Program. NFP will provide Agency reasonable notice of those modifications as set forth in this Agreement. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by any Agency. In any event, all software and NFP DCS Website content, excluding Agency's and other Implementing Agencies' data, shall remain the sole property of NFP.
- B. NFP will provide support to help Agency implement the Program as described in Exhibit B, Nurse-Family Partnership Support for an Agency.
- C. In coordination with and only with the written approval of Agency, NFP may communicate directly with Agency's funders to report on Agency's progress, learn more about funding decisions, and be informed of actions that may affect Agency's Clients, should the need arise.
- D. NFP shall submit invoices to Agency for services provided to Agency, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services.
- E. NFP may, from time to time, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to Agency. NFP may provide the public with information about Agency's NFP-related Research, publications, and presentation; provided, however, that NFP will not identify Agency, directly or indirectly, without Agency's prior written consent.
- F. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in Research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work. Notwithstanding anything to the contrary in the foregoing sentence, NFP will not identify Agency, directly or indirectly, without Agency's prior written consent.
- G. NFP shall provide data and reporting services on behalf of Agency to the California Department of Public Health in a manner that would not violate the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(Public Law 104-191) and the Health Information and Technology for Economic and Clinical Health Act of 2009 (HITECH) if done by Agency. Exhibit D, HIPAA Business and Associate Agreement, is attached and incorporated herein.

III. AGENCY OBLIGATIONS

- A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, attached and incorporated herein, to do so.
- B. Agency shall notify NFP within fifteen (15) business days of learning of funding decisions that may materially affect Agency's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. Agency will take all appropriate steps to maintain Client confidentiality and obtain any necessary written Client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- D. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting .
- E. Agency's Nurse Home Visitors and Program Supervisors shall complete all required NFP Education. Nurse Home Visitors and Program Supervisors who leave the Program for two (2) years or longer and then return must attend NFP Education before visiting Clients and resuming Program delivery. Agency shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines.
- F. When requested by NFP, Agency will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, solely up to Agency.
- G. Agency will inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- H. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.
 - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines™.
 - 2. The published materials bear notices indicating copyright by any of the following:

- a) University of Colorado
 - b) University of Colorado Health Sciences Center
 - c) University of Colorado at Denver and Health Sciences Center
 - d) Nurse-Family Partnership
3. NFP has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
 4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
 5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- I. NFP represents to Agency and Agency understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. Agency shall use the Proprietary Property solely for carrying out Agency's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property without the prior express written permission of NFP. Agency may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Agency may allow only trained, NFP-authorized users to access the NFP DCS. Agency shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.
 - J. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Agency agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program, which do not conflict with any applicable federal, state, or local statutes, rules, or regulations governing commercial uses of county property. NFP and Agency have a mutual responsibility to support and promote each other, as each of the Party's activities reflect on the national image of Nurse-Family Partnership and on the image of Nurse-Family Partnership in the state in which the Agency is located. Agency shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Agency material associated with the Program. In all marketing materials related to the Program, Agency shall take all reasonable actions to use the Nurse-Family Partnership name and make its Program readily recognizable to the public as an integral part of the Nurse-Family Partnership.

IV. FEES AND PAYMENT

- A. Fees associated with NFP services in support of an Implementing Agency are as follows:

1. Education Services. NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and Administrator at Agency. Fees will be invoiced to Agency upon completion of each face-to-face education session.
 - a) Nurse Home Visitor Education Fees. Required education for Nurse Home Visitors (NHV) consists of one face-to-face education unit supported by distance education components. All Program Supervisors who have never taken NHV education or who completed it more than two years prior to being promoted to Program Supervisor are required to attend NHV education as well as Program Supervisor education.
 - b) Program Supervisor Education Fees. For Program Supervisors, required education consists of Nurse Home Visitor education plus two face-to-face education units supported by distance education components and nurse consultation.
 - c) Agency Administrator Orientation Fees. Administrator orientation is a two-day face-to-face educational session in Denver. Administrator orientation is required for new Administrators within six (6) months of being hired. Experienced Administrators are strongly encouraged to take advantage of NFP's ongoing distance learning opportunities.
 - d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials:
 - (1) Nurse-Family Partnership Orientation and Education Materials.
 - (2) Set of Prenatal, Infancy and Toddler Guidelines (the Electronic Visit to Visit Guidelines™ or E-Guidelines™).
 - (3) A series of additional nursing practice and program management resources tied to implementation of the Program.
2. Implementation Support Services. These are annual fees, which are due on the Effective Date and each anniversary thereof and are based on the number of Program Supervisor positions (the greater of (1) the number of individuals with supervisory responsibility at the Agency or (2) the number of Program Supervisor FTEs that are required to be implementing the Program with Fidelity to the Model (at least one per eight Nurse Home Visitors). Fees are as follows:
 - a) Program Support. This annual fee is billed per each Program Supervisor position per year and contributes to covering costs associated with the following:
 - (1) NFP DCS. If Agency chooses a third party DCS, Services related to third party data collection systems are not covered by this Agreement. Fees for supporting Agency's use of third party data collection systems will be in addition to the Annual Program Support Fee.
 - (2) Quality Improvement (QI) and Reporting
 - (3) Ongoing Nurse-Family Partnership Nurse Home Visitor, Program Supervisor, and Administrator education; resource library; conference calls; web forums; Nurse-Family Partnership community resources; and updating NFP E-Guidelines™, educational materials, and supporting materials.

- (4) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).
 - (5) Policy and Government Affairs, including advocacy and educational work at federal and state levels.
 - b) Nurse Consultation. The fee is per each Program Supervisor position per year. The full fee is charged for the first Program Supervisor position at a geographic location and a reduced fee is then charged for each additional Program Supervisor position at that same location. The fees contribute to covering costs associated with a NFP Nurse Consultant providing the following support to Program Supervisors:
 - (1) Helping each Program Supervisor develop an annual plan for implementation.
 - (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
 - (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
 - (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
 - (5) Clinical and supervisory coaching and consultation with each Program Supervisor.
 - c) Program Supervisor Expansion or Replacement Fee. A one-time fixed fee is charged for extra support when a new Program Supervisor position is added, or a vacant position is filled.
- B. Fees are subject to change in accordance with Section IV. D. below.
- C. All fees are based upon NFP's standard terms of invoicing and payment, as follows:
- 1. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 2. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s).
 - 3. Program Supervisor Expansion or Replacement Fees are invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s) except as required by Section III.C.
- D. NFP shall invoice Agency for services provided to Agency based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.

E. Invoices will be sent to:

Shasta County Health & Human Services Agency
Attention: Fiscal Unit
Address: P.O. Box 496005, Redding, CA 96049-6005
Telephone: (530) 245-6860

F. Agency will send payments, identifying the NFP invoice, within 30 days of invoice to:

Nurse-Family Partnership
Attention: Finance Department
1900 Grant Street, Suite 400
Denver, CO 80203

V. TERM AND DEFAULT

- A. Term of Agreement. This Agreement shall remain in full force and effect through June 30, 2023, (the "Initial Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Early Termination. Either Agency or NFP may terminate this Agreement at any time without cause by giving the other Party written notice of not less than sixty (60) days.
- C. Agency Termination for Lack of Funding; Convenience. If Agency terminates the Agreement, Agency will attempt to comply with the following:
1. Agency shall stop enrolling Clients as of the date notice is given to NFP.
 2. Agency shall make best efforts to, when possible, give all Clients enrolled at the time when Agency gives NFP a notice of termination, the opportunity to complete the Program at Agency or transfer them to another NFP Implementing Agency. If there are no NFP programs in the area, Agency shall make best efforts to transfer Clients to another program that can meet their needs.
 3. If such programs exist, Agency shall demonstrate its best efforts by communicating with at least three (3) home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with the National Service Office ("NSO") no more than three (3) days after communication has occurred.
 4. When a new program to which Clients can be transferred has been identified, Agency will work directly with that program's administrator to provide for the optimal transfer of Clients.
 5. When Clients are discharged, Agency shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five (5) days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.
 6. If Nurse Home Visitors will lose their jobs due to layoffs, the Agency shall give information to the effected Nurse Home Visitor, about the NSO and potential ability to relocate to other NFP sites, which the NSO will do when such relocation is appropriate and possible.

- D. Default. A party shall be in default under this Agreement (i) if a party breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) upon the bankruptcy of a party.
- E. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.
- F. Effect of Termination.
1. If this Agreement is terminated by notice of one party to the other, Agency will pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
 2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
 3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
 - a) Agency will no longer have access to the NFP DCS;
 - b) Agency shall stop enrolling new Clients;
 - c) Agency shall work with the NFP Nurse Consultant to develop a transition plan, including, when applicable, a plan to provide continuity of care for current Clients;
 - d) NFP may retain a record of all data which has been collected by Agency while implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
 - e) Agency and NFP will continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
 - f) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;
 - g) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and
 - h) Agency will cease to implement the Program and will cease to represent that it is implementing the Program.

VI. DISPUTE RESOLUTION. If a dispute arises relating to this Agreement, the Parties shall attempt to resolve that dispute between an Agency Supervisor and an NFP Nurse Consultant. If the dispute cannot be resolved at that level, the dispute shall be elevated to the Director, Program Development, of NFP and the Program Supervisor. If these persons cannot resolve the dispute, it shall be elevated to the next organizational level of NFP and Agency. If the dispute is not resolved through the foregoing process within a reasonable period of time, not to exceed any period of time that could reasonably be deemed to have a detrimental impact on the implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VII. LIABILITY.

- A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law.
- B. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party.

VIII. ASSIGNMENT; SUBCONTRACTING. Except as provided herein, this Agreement and the rights and obligations hereunder is not assignable or transferable, by either party without the prior written consent of the other party. Without limiting the previous sentence, Agency shall not have the right to engage or utilize the services of any subcontractor to perform any of Agency's services hereunder without the written consent of NFP.

IX. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall be requested in writing and not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who employs such employee shall cause the employee to give or withhold such consent or approval in accordance with this paragraph.
- B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered by overnight courier or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

For NFP:

Original to:

Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Chief Executive Officer
Telephone: 303-327-4274
Facsimile: 303-327-4260
Email:
Frank.Daidone@NurseFamilyPartnership.org

With a copy to:

Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Dir., Legal & Compliance
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email:
Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:

Original to: Shasta County
2430 Breslauer Way
Redding, CA 96001

With a Copy to: Shasta County
2430 Breslauer Way Redding, CA 96001

Attention: Dir. of Regional Services
Telephone (530) 225-5066
Facsimile: (530) 225-5443
Email: mjanulewicz@co.shasta.ca.us

Attention: Contracts Unit
Telephone: (530) 245-7638
Email: srschreiber@co.shasta.ca.us

or to such other address as such party may have given to the other by notice pursuant to this Paragraph. Notice shall be deemed given on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

- C. Binding Upon Successors and Assigns. This Agreement, and all covenants, terms, provisions, and agreements contained herein, shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.
- D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.
- F. No Third-Party Beneficiary. This Agreement does not create any third-party beneficiary rights in any person or entity, including without limitation, financing institutions.
- G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.
- H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.
- I. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.
- J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.
- K. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and

provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

- L. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of California. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Colorado and the forum and convenience of the state and federal courts thereof.
- M. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- N. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement.
- O. Social Impact Bonds. The Parties acknowledge and agree that, because of nature of the outcome payments associated with social impact bonds and other "pay for success" arrangements, investors will be more likely to select programs with proven records and evaluation techniques that maximize the chances of demonstrating positive outcomes, such as the Program. Recognizing that investors may want to have more control over Program implementation to shore up investment, Agency shall request NFP's prior written consent before entering into any such agreements, including responses to solicitations for such agreements.
- P. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.
- Q. Insurance: Throughout the term of this Agreement, and at its own cost and expense, each Party shall obtain from and insurance carrier authorized to transact business in the State of California and maintain continuously during the term of this agreement the following insurance coverages:
 - 1. 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.
 - 2. Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Beginning October 1, 2109, Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

For NFP:

Nurse-Family Partnership

By: 
Signature

Frank Daidone,
President & CEO
(Printed Name & Title)

Date: JUN 13 2019

For Agency:

By: _____
Leonard Moty, Chairman
Board of Supervisors
County of Shasta
State of California

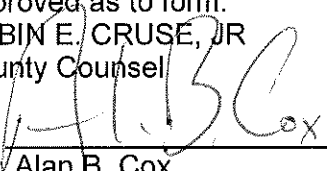
Date: _____

ATTEST:

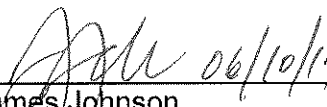
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  6/5/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/10/19
James Johnson
Risk Management Analyst

**INFORMATION TECHNOLOGY
APPROVAL**


By:  6-10-2019
Tom Schreiber
Chief Information Officer

EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS

When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from Research results.

- Element 1. Client participates voluntarily in the Nurse-Family Partnership Program.
- Element 2. Client is a first-time mother.
- Element 3. Client meets low- income criteria at intake.
- Element 4. Client is enrolled in the Program early in her pregnancy and receives her first home visit by no later than the end of the 28th week of pregnancy.
- Element 5. Client is visited one-to-one: one Nurse Home Visitor to one first-time mother/family.
- Element 6. Client is visited in her home, as defined by the Client, or in a location of the Client's choice.
- Element 7. Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the standard NFP visit schedule or an alternative visit schedule agreed upon between the Client and Nurse Home Visitor.
- Element 8. Nurse Home Visitors and Program Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.
- Element 9. Nurse Home Visitors and Program Supervisors participate in and complete education required by NFP NSO. In addition, a minimum of one (1) current Administrator participates in and completes the Administrator Orientation required by NFP.
- Element 10. Nurse Home Visitors use professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP E-Guidelines™ to individualize the Program to the strengths and risks of each family and apportion time across defined Program domains.
- Element 11. Nurse Home Visitors and Program Supervisors apply nursing theory, nursing process and nursing standards of practice to their clinical practice and the theoretical framework that underpins the Program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods.
- Element 12. A full-time Nurse Home Visitor carries a caseload of 25 or more active Clients.
- Element 13. NFP agencies are required to employ a Program Supervisor at all times.
- Element 14. Program Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific

supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

- Element 15. Nurse Home Visitors and Program Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP Data Collection System ("DCS") in a timely manner.
- Element 16. Nurse Home Visitors and Program Supervisors use data and NFP reports to assess and guide Program Implementation, enhance Program quality and demonstrate Program Fidelity and inform clinical practice and supervision.
- Element 17. Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.
- Element 18. Agency convenes a long-term Community Advisory Board that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.
- Element 19. Adequate organizational support and structure shall be in place to support Nurse Home Visitors and Program Supervisors to implement the Program with Fidelity to the Model.

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY

To help Agency implement the Program with Fidelity to the Model, NFP provides the following support to Agency:

- I. NFP provides support to help Agency prepare to implement the Program including:
 - A. Materials to help Agency:
 1. Select and set up Agency's work space;
 2. Establish telecommunications and computer capabilities;
 3. Recruit and hire Program Supervisors, Nurse Home Visitors, and administrative support staff;
 4. Establish a network of sources who may refer low-income, first-time mothers to Agency;
 5. Facilitate enrollment of Clients;
 6. Establish a network of social services which can provide support to Agency's Clients;
 7. Work with media;
 8. Inform the community and build support for Agency, the Program, and Program Benefits;
 9. Establish strong, stable, and sustainable funding for Agency operations.
 - B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by Agency staff, how that data must be entered into NFP DCS, and how reports can be obtained. NFP may modify the NFP DCS users' manual from time to time and will provide Agency with updated versions on a timely basis.
 - C. Access to an Internet-based discussion forum with other entities that are implementing the Program.
 - D. A visit to Agency by a member of NFP staff to offer direct consultation on Program implementation.
- II. NFP provides ongoing support to Agency via telephone and email during Program implementation and operation, including:
 - A. Consultation with respect to topics such as, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
 - B. Clinical consultation for Program Supervisors and Nurse Home Visitors;
 - C. Consultation regarding data collection, entry, management, and interpretation.
 - D. On-site consultation as is mutually deemed necessary and appropriate.
- III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Agency of such modifications on a timely basis.
- IV. NFP provides education to Program Supervisors and Nurse Home Visitors at dates and locations to be determined by NFP. Education will cover the following topics:
 - A. The Program, Program Benefits, and Model Elements;
 - B. Use of the NFP DCS, including data collection, entry, management, and interpretation;

- C. Implementation of the Program using the NFP E-Guidelines™ and associated tools and materials;
 - D. Knowledge and skills needed by the NFP Program Supervisor for proper program delivery; and
 - E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Agency.
- V. NFP provides E-Guidelines™ and other materials to help Program Supervisors and Nurse Home Visitors implement the Program with Fidelity to the Model Elements. NFP may modify the E-Guidelines from time to time and will provide Agency with updated versions on a timely basis.
- VI. NFP provides support for Agency's use of the NFP DCS, including:
- A. Monitoring the Agency's data collection and entry activity and quality and providing feedback to Agency as appropriate;
 - B. Maintaining and supporting NFP DCS software;
 - C. Upgrading NFP DCS software when deemed necessary by NFP; and
 - D. Technical assistance via telephone or e-mail to support Agency's use of the NFP DCS.
- VII. NFP provides implementation reports and evaluation reports at such times as NFP deems commercially reasonable and necessary to meet the needs of Agency and entities to which Agency may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
- A. Agency activity. Reports designed primarily for Program Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
 - B. Quality improvement. Reports aimed to help Agency improve Fidelity to the Model including reports designed (i) to assist Program Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help NFP staff assess how Agencies are performing with respect to Fidelity to the Model.
 - C. Program outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to Agency's particular circumstances.
 - D. These reports are available on a pre-defined schedule or from the NFP DCS Website on demand. NFP may modify the Program Reports from time to time.
- VIII. NFP will provide art work and color and usage guidelines to help Agency develop and produce communications materials that properly use the NFP trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by NFP.
- IX. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervision and mutually develop a Collaborative Success Plan ("CSP).
- X. Collaborative Success Plan ("CSP"). The NFP Program is a model where collaboration and change occur within the context of a relationship with shared goals. The CSP was developed to facilitate shared agreements and planning between NFP and Implementing Agencies throughout the life span of Program implementation and is updated at least annually. The CSP operates as follows:

- A. The goal of the CSP is to support alignment with the Model Elements (Fidelity to the Model) in the areas of program growth, operational efficiency, outcomes, and sustainability. Like the nursing process, the CSP provides opportunities to support Program implementation throughout the life cycle of an Implementing Agency. The CSP is periodically assessed and updated as circumstances require to identify opportunities for growth. The CSP provides a framework for action to support those opportunities. The Agency and NFP Nurse Consultants will collaborate to create a CSP with action items that include both NFP responsibilities and Agency responsibilities.
- B. A CSP serves as a tool for both the Agency and NFP to monitor progress towards mutually-agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the Agency to serve families in the community effectively. Both Parties will have access to the document which will include mutually agreed upon goals, contributing factors, and action items for both NFP and the Agency. Progress on goals will be assessed regularly during consultation calls.
- C. After a CSP is finalized, the NFP will provide Agency with full-time access to it. The CSP includes documentation of shared goals and progress on action items. CSPs are reviewed quarterly at a minimum, and more often as needed.

EXHIBIT C. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

NFP FEES FOR THE FIRST FOUR YEARS OF SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:

Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$4,808.00	One time per NHV or Supervisor
7/1/2020	6/30/2021	\$4,952.00	
7/1/2021	6/30/2022	\$5,100.00	
7/1/2022	6/30/2023	\$5,254.00	
NFP Program Supervisor Education Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$868.00	One time per Supervisor
7/1/2020	6/30/2021	\$895.00	
7/1/2021	6/30/2022	\$922.00	
7/1/2022	6/30/2023	\$950.00	
NFP Agency Administrator Education Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$568.00	One time per Administrator
7/1/2020	6/30/2021	\$585.00	
7/1/2021	6/30/2022	\$603.00	
7/1/2022	6/30/2023	\$621.00	
NHV Educational Materials Fee (Invoiced upon completion of the face-to-face NHV Education session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$611.00	One time per NHV Trainee
7/1/2020	6/30/2021	\$629.00	
7/1/2021	6/30/2022	\$648.00	
7/1/2022	6/30/2023	\$667.00	
Annual Program Support Fee (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$8,328.00	Per Program Supervisor Position per Year
7/1/2020	6/30/2021	\$8,580.00	
7/1/2021	6/30/2022	\$8,838.00	
7/1/2022	6/30/2023	\$9,132.00	
Annual Nurse Consultation Fee for Each First Program Supervisor at a Location (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$9,984.00	Per Program Supervisor Position per Year
7/1/2020	6/30/2021	\$10,284.00	
7/1/2021	6/30/2022	\$10,596.00	
7/1/2022	6/30/2023	\$10,920.00	
Annual Nurse Consultation Fee for Each Additional Program Supervisor at a Location (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$6,402.00	Per Program Supervisor Position per Year
7/1/2020	6/30/2021	\$6,594.00	
7/1/2021	6/30/2022	\$6,792.00	
7/1/2022	6/30/2023	\$6,996.00	

Program Supervisor Expansion or Replacement Fee (Invoiced at the time of hire)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2019	6/30/2020	\$3,264.00	One time per Expansion or Replacement Program Supervisor per Occurrence
7/1/2020	6/30/2021	\$3,360.00	
7/1/2021	6/30/2022	\$3,462.00	
7/1/2022	6/30/2023	\$3,564.00	

EXHIBIT D. HIPAA BUSINESS ASSOCIATE ADDENDUM

- I. NFP is considered a Business Associate of Agency, as NFP either: (A) performs certain functions on behalf of or for Agency that may involve the use or disclosure of protected individually identifiable health information by Agency to NFP, or the creation or receipt of PHI by NFP on behalf of Agency; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for Agency involving the disclosure of PHI.
- II. Agency and NFP mutually agree to incorporate the terms of this Exhibit into the Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Security and Privacy Rule"), as amended by HITECH. If any conflict exists between the terms of the Agreement and this Exhibit, the terms of this Exhibit shall govern.
- III. This Exhibit is specific to those services and programs included in the Agreement where it has been concluded that NFP is performing specific functions on behalf of Agency that have been determined to be covered under the HIPAA Security and Privacy Rule. NFP's activities within the Agreement may include, but are not limited to the following: (i) data analysis, processing or administration, (ii) quality assurance, (iii), billing, and (iv) other management or administrative functions where NFP may not otherwise be subject to the HIPAA Security and Privacy Rule, including also health services functions.
- IV. Definitions:
 - A. Protected Health Information (PHI) means any information, whether oral or recorded in any form or medium, including Electronic Health Records (EHR), that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information unless such information is de-identified according to the Security and Privacy Rule.
 - B. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rule as a personal representative of the Individual.
- V. Capitalized terms used in this Exhibit, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rule, as amended from time to time.
- VI. Prohibition on Unauthorized Use or Disclosure of PHI: NFP shall not use or disclose any PHI received from or on behalf of Agency except as permitted by the Security or Privacy Rule, or as required by law, or as otherwise authorized in writing by Agency.
- VII. Use and Disclosure of Protected Health Information: Except as described in Section IV, NFP may use or disclose PHI only for the following purpose(s):
 - A. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Agreement.
 - B. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.

- C. As would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Agency or as required by applicable law, rule or regulation.
 - D. For Data Aggregation purposes for the Health Care Operations of Agency.
 - E. For use in NFP's operations as described in the Agreement.
- VIII. Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request unless otherwise determined by guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary").
- IX. Use of PHI for Certain of NFP's Operations: NFP may use and/or disclose PHI it creates for, or receives from, Agency to the extent necessary for NFP's proper management and administration, or to carry out NFP's legal responsibilities, only if:
- A. The disclosure is required by law.
 - B. NFP obtains reasonable assurances, evidenced by written contract, from any person or organization to which NFP shall disclose such PHI that such person or organization shall:
 - 1. Hold such PHI in confidence and use or further disclose it only for the purpose for which NFP disclosed it to the person or organization, or as required by law; and
 - 2. Notify NFP, who shall in turn promptly notify Agency, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
- X. Safeguarding of PHI: NFP shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by Agency on behalf of, Agency. NFP shall document and keep these security measures current, consistent with HIPAA Security regulations. NFP shall cooperate and respond in good faith to any reasonable request from Agency to discuss and review NFP's safeguards.
- XI. Subcontractors and Agents: If NFP provides any PHI which was received from, or created for Agency, to a subcontractor or agent, then NFP shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on NFP by this Exhibit and by sections 164.502 and 164.504(e) of Title 45 of the Code of Federal Regulation, as amended from time to time. NFP shall keep Agency informed of the identities of all subcontractors having access to PHI created, received, maintained or transmitted on behalf of Agency.
- XII. Access to PHI: At the direction of Agency, NFP agrees to provide access to any PHI held by NFP which Agency has determined to be part of Agency's Designated Record Set, in the time and manner designated by Agency. This access will be provided to Agency or, as directed by Agency, to an Individual, in order to meet the requirements under the Security and Privacy Rule.
- XIII. Reporting of Unauthorized Disclosures or Misuse of PHI: NFP shall report to Agency any unauthorized acquisition, access, use or disclosure of PHI. NFP shall make the report to Agency within ten (10) business days after NFP confirms such use or disclosure. NFP's report shall identify: (i) each individual protected by this Exhibit whose PHI has been, or is reasonably believed by NFP to have been, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) what NFP has done or shall

do to mitigate any deleterious effect of the unauthorized use or disclosure, and (vi) what corrective action NFP has taken or shall take to prevent future similar unauthorized use or disclosure. NFP shall provide such other information, including a written report, as reasonably requested by Agency.

XIV. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: NFP agrees to mitigate, to the extent practicable, any harmful effect that is known to NFP of a misuse or unauthorized disclosure of PHI by NFP in violation of the requirements of this Exhibit.

XV. Notification Requirements In the event of Unauthorized Disclosure or Misuse of PHI. In the event of a Breach, NFP agrees to take the following steps within sixty (60) days:

- A. Provide written notice by first-class mail to the Individual or next of kin if the Individual is deceased, at the last known address of the Individual or next of kin, or if specified as a preference by the Individual, by electronic mail.
- B. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are ten (10) or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
- C. If the Breach involves the PHI of more than five-hundred (500) Individual residents of the state, notify prominent media outlets.
- D. Include in notice to individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach, mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
- E. Comply with any other notice requirements of the Security and Privacy Rule, the ARRA of 2009 or guidance statements of the Secretary, as amended from time to time.

XVI. Log of Unauthorized Disclosure or Misuse of PHI: NFP shall maintain a log of any Breach covered by this Exhibit and shall annually submit such log to Agency. NFP shall provide immediate notice to Agency of any breach of the PHI of five-hundred (500) or more individuals.

XVII. Accounting to Agency and to Government Agencies: NFP shall make its internal practices, books, and records relating to the use and disclosure of PHI available to Agency, or at the request of Agency, to the Secretary or his/her designee, in a time and manner designated by Agency or the Secretary or his/her designee, for the purpose of determining NFP's compliance with the Security and Privacy Rule. NFP shall promptly notify Agency of communications with the Secretary regarding PHI provided by or created by Agency and shall provide Agency with copies of any information NFP has made available to the Secretary under this provision.

XVIII. Prohibition on Sale of Electronic Health Records or Protected Health Information: NFP shall not receive remuneration in exchange for any EHR or PHI of an Individual received from or on behalf of Agency.

XIX. Term and Termination: In addition to the rights of the parties established by the Agreement, if Agency reasonably determines in good faith that NFP has materially breached any of its obligations under this Addendum, Agency, in its sole discretion, shall have the right to:

- A. exercise any of its rights to reports, access and inspection under this Exhibit; and/or

- B. require NFP to submit to a plan of monitoring and reporting, as Agency may determine necessary to maintain compliance with this Exhibit, and/or
- C. provide NFP with a thirty (30)-day period to cure the breach; or
- D. terminate the Agreement immediately.

XX. Before exercising any of these options, Agency shall provide written notice to NFP describing the violation and the action it intends to take.

XXI. Return or Destruction of PHI: The Parties agree that the return or destruction of PHI or Health Information is not feasible, due to data integrity and ongoing Program evaluation. Therefore, NFP shall extend the protections of this Exhibit to PHI and Health Information received from or created on behalf of Agency, and limit further uses and disclosures of such PHI, for so long as NFP maintains the PHI.

XXII. Miscellaneous:

Interpretation: Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Agency to comply with the Security and Privacy Rule.

XXIII. The Parties acknowledge that, while providing the services to Agency under the terms of the Agreement, NFP will be enabling the Prevention Research Center for Family and Child Health ("PRC"), an organization which is part of the University of Colorado at Denver and Health Sciences Center, to access data that may be PHI for the purposes of research, analysis, and reporting. NFP will ensure that PRC and its employees and NFP's agents, employees, subcontractors or others to whom it provides PHI received by or created by NFP on behalf of Agency agree in writing to the same restrictions and conditions that apply to NFP with respect to such information. NFP also agrees to take all reasonable steps to ensure that its employees', agents', or subcontractors' actions or omissions do not cause NFP to breach the terms of this Addendum. NFP will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement and Exhibit.

XXIV. NFP agrees to indemnify and hold harmless from and against all liability and costs, including attorneys fees, created by a breach of this Addendum by NFP, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement.

EXHIBIT E. AGENCY RESPONSIBILITIES

To ensure that the Nurse-Family Partnership Program is implemented with Fidelity to the Model, Agency will undertake the following actions during initial implementation and ongoing operation:

I. Agency shall:

- A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
- B. Set up and maintain an appropriate work space for staff who are to implement the Program;
- C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
- D. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff, to the extent allowable by Agency funding;
- E. Establish, maintain, keep current and improve its network of referral sources who will refer low-income, first-time mothers to Agency;
- F. Enroll Clients that meet the criteria specified in the Model Elements.
- G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to Agency's Clients;
- H.
- I. Inform the community and build support for Agency, the Program, and Program Benefits.;
- J. Establish and maintain strong, stable, and sustainable funding for Agency operations;
- K. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.

II. Agency will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.

III. Agency will ensure that all Administrators, Program Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP in its reasonable discretion.

IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed Unit II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and implementation of the Program for mothers who are pregnant.

V. Agency will implement the Program in accordance with the E-Guidelines™ including:

- A. Ensure enrollment of 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
- B. Ensure that each full-time Nurse Home Visitor carries a caseload of at least 25 active families; and
- C. Ensure that the essential Program content as described in the E-Guidelines™ is addressed with Clients by Nurse Home Visitors.

VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of the NFP DCS and to communicate with NFP by email.

VII. Agency will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on Client visits and enter it into the NFP DCS completely and accurately within five (5) business days of visiting the Client, and (b) enter any other data for NFP DCS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain Client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, and business associate agreements, as necessary. Failure of Agency to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

VIII. Agency will ensure that Program Supervisors:

- A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;
- B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility; and
- C. Run activity reports and quality improvement reports from the NFP DCS on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed to enhance the overall quality of program operations; and develop and implement action plans based on these assessments, team meetings and case conferences, in accordance with the Model Elements.

IX. Agency will ensure that Administrators:

- A. Support the Team as appropriate;
- B. Review annual outcome and fidelity measures to assess the status of implementation;
- C. Review capacity and sustainability regularly;
- D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to the NSO for additional training;
- E. Make best efforts to support the Community Advisory Board (CAB), and
- F. Maintain an ongoing commitment to the professional development and education of Nurse Home Visitors and provide opportunities for additional training, when applicable.

X. Agency will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.

XI. NFP may provide representatives to evaluate the program and provide feedback to the Agency to continuously improve program outcomes. Agency will actively participate with any quality review that is undertaken by or on behalf of NFP.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

First Amendment with Social Service Data Solutions, LLC DBA Decipher HMIS.

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Social Service Data Solutions, LLC DBA Decipher HMIS to provide the submission of the Continuum of Care Consolidated Application for the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties Continuum of Care which changes the start date of the agreement from September 18, 2018 to July 1, 2018 and retains the maximum compensation amount of \$18,000.

SUMMARY

N/A

DISCUSSION

The consultant started work on the project prior to the effective date of the contract due to the deadlines and sensitive nature of the project. All work is complete and payment is due. The County Executive Officer signed the original agreement on September 18, 2018 pursuant to Administrative Policy 6-101, Shasta County Contracts Manual. The amendment makes the start date retroactive and thus the amendment requires Board approval even though the maximum compensation amount of \$18,000 has not changed.

ALTERNATIVES

The Board could choose not to approve the first amendment or to approve with modified terms. Should the Board decline to approve the amendment, the County would not pay the consultant for any work performed prior to September 18, 2018.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. This

recommendation has been reviewed by the County Administrative Office.

FINANCING

Appropriations and funds associated with the maximum compensation were included in the departments 2018-19 fiscal year Adjusted Budget. There is no additional General Fund impact with this recommended action.

ATTACHMENTS:

Description	Upload Date	Description
First Amendment	6/18/2019	First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
SOCIAL SERVICE DATA SOLUTIONS, LLC DBA DECIPHER HMIS**

This First Amendment is entered into between the County of Shasta, through its Department of Housing and Community Action Programs, a political subdivision of the State of California ("County"), and Social Service Data Solutions, LLC DBA Decipher HMIS, a California Limited Liability Company ("Consultant"), (collectively the "Parties" and individually a "Party"), for the purpose of conducting activities for the submission of the Continuum of Care Consolidated Application (hereinafter "Consolidated Application") on behalf of the "CA-516," which is the Continuum of Care for Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties respective Continuums of Care (also collectively referred to herein as "NorCal CoC")

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on and effective September 18, 2018 ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the term of the Agreement to begin on July 1, 2018.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 5 of the Agreement, entitled "Term of Agreement," is amended to read as follows:

Section 5. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2018 and shall end December 31, 2018.

II. **REAFFIRMATION**

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

III. **ENTIRE AGREEMENT**

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

IV. **EFFECTIVE DATE**

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

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

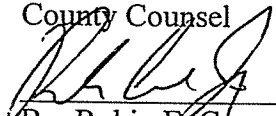
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

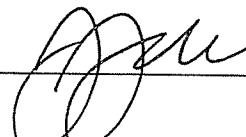
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 6/18/19
By: Rubin E. Cruse, Jr.

RISK MANAGEMENT APPROVAL

By:  06/18/19
CONSULTANT

Date: _____

By: _____
TEDRON D. PIERCE

Tax I.D.#: 52-2905048

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Health and Human Services-11.

SUBJECT:

Homeless Emergency Aid Program (HEAP) subrecipient agreements for Plumas Crisis Intervention and Resource Center (PCIRC) in Plumas and Sierra Counties and Hill Country Community Clinic.

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Approve and authorize the Chairman to sign three agreements for Homeless Emergency Aid Program (HEAP) funding to provide homeless services for the period July 1, 2019 through June 30, 2021 with: (1) Plumas Crisis Intervention and Resource Center (PCIRC) in Plumas County in an amount not to exceed \$196,836.29; (2) PCIRC in Sierra County in an amount not to exceed \$39,270.84; and (3) Hill Country Community Clinic in Shasta County in an amount not to exceed \$134,778.59 for Homeless Youth Set-Aside.

SUMMARY

N/A

DISCUSSION

On June 27, 2018, Governor Edmund G. Brown, Jr. authorized Senate Bill 850 to provide direct assistance to cities, counties, and Continuums of Care (CoC's) to address the homelessness crisis throughout California. The allocation of funding criteria was based on the homeless population range from the 2017 Homeless Point In Time Count (PIT) and proportionate share of total homeless population based on the 2017 PIT. For the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, and Sierra counties' CoC (NorCal CoC) region, an amount of \$2,695,571.87 was awarded through a non-competitive process. A regional competitive Notice of Funding Availability was distributed to the CoC region on September 26, 2018. The CoC Executive Board approved a county allocation using a methodology that was fair and equitable to all counties. Fifteen applications requesting \$7,496,886 were received from the seven-county region. Through a rating and ranking committee process, applications were awarded in each of the seven counties and an additional application in Shasta County was awarded to allocate Homeless Youth Set-Aside funds. Eligible uses of funds include emergency shelter, transitional housing, small/tiny homes, street outreach, navigation services, rental assistance, eviction prevention and programs to meet the needs of homeless youth or youth at risk of homelessness. Two counties propose to use funds for capital improvement projects, two propose to fund rental assistance, and three propose to fund services such as street outreach. PCIRC propose

to use funds for capital improvement projects and Hill Country Community Clinic proposes to us the funds for Services: Other than Homeless Youth Set-Aside.

ALTERNATIVES

The Board could choose to not approve the agreement, defer consideration to a future date (though funds must be encumbered by January 1, 2020), or provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

County Counsel approved the agreements as to form. Risk Management has approved the agreements. The County Administrative Office has reviewed the recommendation. The NorCal COC supports the recommendation.

FINANCING

HEAP is a state-funded program. No local match is required. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
HEAP PCIRC Plumas	6/19/2019	HEAP PCIRC Plumas
HEAP PCIRC Sierra	6/19/2019	HEAP PCIRC Sierra
HEAP Hill Country Community Clinic	6/19/2019	HEAP Hill Country Community Clinic

SUBRECIPIENT AGREEMENT
Between
SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY
and
PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER IN PLUMAS COUNTY

This Subrecipient Agreement is entered into between the County of Shasta, through its Housing and Community Action Agency, a political subdivision of the State of California ("SCCAA") and the subrecipient named below.

The term of this Agreement is: July 1, 2019 through June 30, 2021.

The maximum amount of this Agreement is: \$ 196,836.29

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose, and Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	Terms and Conditions	10 pages
Exhibit D:	Special Terms and Conditions (HEAP)	1 page
Exhibit E:	Special Terms and Conditions (SCCAA)	8 pages

TOTAL NUMBER OF PAGES ATTACHED: **25 pages**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SUBRECIPIENT PLUMAS CRISIS INTERVENTION & RESOURCE CENTER IN PLUMAS COUNTY	
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Subrecipient's Name:

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER IN PLUMAS COUNTY

Johanna A. Downey
By (Authorized Signature)

03 June 2019
Date Signed

JOHANNA A. DOWNEY, EXECUTIVE DIRECTOR
Printed Name and Title of Person Signing

591 W. MAIN ST QUINCY CA 95971
Address

SHASTA COUNTY COMMUNITY ACTION AGENCY

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address

SUBRECIPIENT AGREEMENT**EXHIBIT A**Authority, Purpose, and Scope of Work
Homeless Emergency Aid Program (HEAP)**1. Authority**

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under Senate Bill ("SB") 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("BCSH"). Shasta County Community Action Agency ("SCCAA") is the recognized Administrative Entity as provided for by HEAP and defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address immediate homelessness challenges. This Subrecipient Agreement along with all its exhibits ("Agreement") is entered into by SCCAA and the Subrecipient under the authority of, and in furtherance of the purpose of, the Program. Subrecipient acknowledges and understands that SCCAA has entered into a Standard Agreement with BCSH (Agreement Number 18-HEAP-00053, Registration Number CA-516). In signing this Agreement and thereby accepting this award of funds, the Subrecipient agrees to comply with the terms and conditions of the Agreement; the Notice of Funding Availability ("NOFA") under which SCCAA applied for HEAP grant funding jointly on behalf of Shasta County, the Subrecipient and other local agencies; the representations contained in the SCCAA's application; and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to pass through one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subrecipient. In accordance with the authority cited above, an application was made by SCCAA on behalf of the Subrecipient for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses.

Subrecipients' Initials gd

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

5. Agency Contract Coordinator

The SCCAA's Contract Coordinator for this Agreement is the SCCAA Director ("Director") or designee. Unless otherwise instructed, any notice, report or other communication requiring Subrecipient signature for this Agreement shall be mailed by first class mail to the SCCAA Director at the following address:

Shasta County Housing and Community Action Agency Programs Director
1450 Court Street, Suite 108
Redding, CA 96001
lburch@co.shasta.ca.us

6. Subrecipients Contract Coordinator

The Subrecipients Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subrecipients' Contract Coordinator at the following address:

Subrecipients' Authorized Representative Name:	Johanna A. Downey, Executive Director, Plumas Crisis Intervention & Resource Center In Plumas County
Address:	591 Main Street Quincy, CA 95971
Phone:	530-283-5515
Email:	jadowney@pcirc.com

7. Effective Date, Term of Agreement, and Deadlines


- A. This Agreement is effective upon approval by both SCCAA and Subrecipient as listed on page one, lower left section, Subrecipient Agreement, and signed by both parties.
- B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of grant funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the SCCAA and further returned to BCSH and will then revert to the State General Fund (See Health and Safety Code Section 50215).

Subrecipients' Initials JD

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 18-HEAP-00053 between SCCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCCAA that necessitate changes to this Subrecipient Agreement, SCCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

Subrecipients' Initials 

SUBRECIPIENT AGREEMENT EXHIBIT B

Budget Detail and Payment Provisions

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the grant application, this Agreement, and in accordance with all applicable laws, regulations.

Consistent with the application submitted by SCCAA in December 2018, SCCAA shall award funds in the form of a grant for the following eligible activities:

A.	Capital Improvements:	\$ -0-
B.	Services: Other than Homeless Youth Set-Aside	\$ 196,836.29
C.	Rental Assistance or Subsidies:	\$ -0-
D.	Homeless Youth Set-Aside:	\$ -0-
TOTAL HEAP AWARD AMOUNT:		\$ 196,836.29

2. General Conditions Prior to Disbursement

General Requirements – All Subrecipients must submit the following forms prior to HEAP funds being released:


- A. Request for Funds Form (“RFF”); and
- B. Four original copies of the signed Subrecipient Agreement and initialed Exhibits A through E; and
- C. Any other documents, certifications, or evidence requested by SCCAA or otherwise required by the State or by law as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes; Health and Safety Code Section 50214 and 50215 mandate the following:

- A. One hundred percent of HEAP funds shall be expended by June 30, 2021.
- B. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and will revert to the State General Fund.

SCCAA staff will provide ongoing technical assistance and training to support Subrecipients in successfully complying with these deadlines.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

HEAP funds may not be obligated or expended prior to the effective date of this Agreement or prior to Subrecipients receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all-over relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds (Exhibit E) to SCCAA. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed promptly to the Subrecipient upon receipt, review and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the HEAP funds to Subrecipient in a single allocation in the amount of \$196,836.29, which amount is one-hundred percent (100%) of the HEAP grant funds allocated and awarded to Subrecipient under the HEAP application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$196,836.29. Subrecipient shall ensure that HEAP funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.

5. Budget Changes

After the effective date of this Agreement, the Subrecipient agrees that no changes shall be made to the Subrecipients HEAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from SCCAA. Subrecipient further agrees that any such changes shall comply with all applicable laws, rules, applications, and State requirements. Any changes to this Agreement must be requested by the Subrecipient in writing through submission of a Change Request Form. Changes must be approved in writing by SCCAA.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

SCCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses HEAP funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to SCCAA.

Subrecipients' Initials 

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to SCCAA by the Subrecipient.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by SCCAA prior to the expenditure of funds for those activities.
- C. SCCAA, at its sole and reasonable discretion, shall make the final determination regarding allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

- A. Administrative costs are not an eligible expense under this agreement.

Subrecipients' Initials gd

SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions
Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work, and Completion Dates

- A. This Subrecipient Agreement is effective beginning July 1, 2019. Subrecipient agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by SCCAA and the Subrecipient, or prior to Subrecipients receipt of HEAP funds, whichever date is later. Subrecipient agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 7.
- B. Subrecipient must contractually obligate no less than fifty percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and revert to the State General Fund. "Obligate" means that the Subrecipient has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Subrecipient agrees that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 7 and that the Scope of Work will be provided for the full term of this Agreement

2. Sufficiency of Funds and Termination

- A. If Subrecipient materially fails to perform Subrecipients' responsibilities under this Agreement to the satisfaction of SCCAA, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipients' responsibilities under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then SCCAA shall have the right to terminate this Agreement for cause effective immediately upon the SCCAA giving written notice thereof to Subrecipient. If termination for cause is given by SCCAA to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. SCCAA may terminate this Agreement without cause on 30 days written notice to Subrecipient.

Subrecipients' Initials JD

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- C. SCCAA may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. SCCAA's right to terminate this Agreement may be exercised by the Shasta County Executive Officer, or his/her designee, and/or the Director of Housing and Community Action Agency, or his/her designee.
- E. Should this Agreement be terminated, Subrecipient shall promptly provide to SCCAA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Agreement.
- F. If this Agreement is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination and return all awarded funds not expended on eligible activities within 30 days of termination date including all earned interest.

3. Transfers

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of SCCAA and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subrecipients' Application for Funds

- A. Subrecipient has submitted to SCCAA an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Subrecipient is entering into this Agreement on the basis of, and in substantial reliance upon, Subrecipients' facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by SCCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Subrecipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Subrecipients' knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect SCCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then SCCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

Subrecipients' Initials gd

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

5. Reporting/Audits

- A. The Subrecipient shall submit Quarterly reports, first quarterly report due October 15, 2019 and quarterly thereafter; and an annual report to SCCAA on forms provided by SCCAA, by December 15, 2019 and December 15, 2020. If the Subrecipient fails to provide such documentation, SCCAA may terminate this Agreement. A final report must be submitted by Subrecipient by September 15, 2021.
- B. The Quarterly reports and annual reports shall contain a detailed report regarding the following:
 - 1. Amount of award with activity (ies).
 - 2. Contract expenditures.
 - 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
 - 4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
 - 5. Increases in capacity for new and existing programs.
 - 6. The number of unsheltered homeless persons becoming sheltered.
 - 7. The number of homeless persons entering permanent housing.
(May be reflected using a completed Logic Model)
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development ("HUD"):
 - 1. Chronically homeless
 - 2. Homeless veterans
 - 3. Unaccompanied homeless youth
 - 4. Homeless persons in families with children
- D. Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System ("HMIS").
- E. The Subrecipient will also be asked to comment on the following:
 - 1. Progress made toward local homelessness goals.
 - 2. The alignment between HEAP funding programs and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
 - 3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).


Subrecipients' Initials gd

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- F. SCCAA reserves the right to perform or cause to be performed a financial audit. At SCCAA's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
1. If a financial audit is required by SCCAA, the audit shall be performed by an independent certified public accountant.
 2. The Subrecipient shall notify SCCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by SCCAA to the independent auditor's working papers.
 3. The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Subrecipient must submit a detailed response acceptable to SCCAA for each audit finding within 90 days from the date of the audit finding.

6. Access to Records; Records Retention

- A. SCCAA, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Subrecipient or SCCAA. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Subrecipient shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or SCCAA audit directly related to the provisions of this Agreement. Subrecipient agrees to repay SCCAA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that SCCAA 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 Subrecipient.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

7. Retention and Inspection of Records

- A. The Subrecipient agrees that SCCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide SCCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit SCCAA or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Subcontractor further agrees to retain all records described in Paragraph A for a minimum period of five years after the termination of this Agreement.
- C. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

8. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. Subrecipients' failure to comply with the terms or conditions of this Agreement.
 - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to SCCAA in law or equity for breach of this Agreement, SCCAA may:
 - 1. Bar the Subrecipient from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Subrecipient;
 - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - 4. Require repayment of HEAP funds disburse and expended under this Agreement;
 - 5. Require the immediate return to SCCAA of all funds derived from the use of HEAP funds including, but not limited to, recapture funds and returned funds;
 - 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 - 7. Seek such other remedies as may be available under this Agreement or any law.

Subrecipients' Initials JD

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

C. All remedies available to SCCAA are cumulative and not exclusive.

D. SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days of the written notice date.

9. Nonassignment of Agreement; Non Waiver

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

10. Compliance with Laws; Non-Discrimination

During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its subcontracts shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C****11. Conflict of Interest**


All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.
- C. Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

12. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient, and its subrecipients, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subrecipients for violations, as required by Government Code section (8355(a)(1).

Subrecipients' Initials 

SUBRECIPIENT AGREEMENT

EXHIBIT C

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subrecipients about all of the following:
1. The dangers of drug abuse in the workplace;
 2. Subrecipients' policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees, contractors, and subrecipients for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient who works under this Agreement:
1. Will receive a copy of Subrecipients' drug-free policy statement, and
 2. Will agree to abide by terms of Subrecipients' condition of employment or subcontract.

13. Compliance with Child, Family, and Spousal Support Reporting Obligations

- A. Subrecipients' failure to comply with state and federal child, family, and spousal support reporting requirements regarding Subrecipients' 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. Subrecipients' failure to cure such default within 90 days of notice by SCCAA shall be grounds for termination of this Agreement.
- B. For any Contract or Subcontract Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110, that:
1. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Subrecipients' Initials SD

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

14. Special Conditions – Contractors/Subrecipient

- A. The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of SCCAA prior to disbursement of funds. The Subrecipient shall ensure that all of its subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of
- B. HEAP funds. Failure to comply with these conditions may results in termination of this Agreement.
- C. The Agreement between SCCAA and Subrecipient and any of its subrecipients shall require the Subrecipient and its subrecipients, if any, to:
 - 1. Perform the work in accordance with Federal, State, and Local housing and building codes, as applicable.
 - 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient or any of its subrecipient in performing the Work or any part of it.
 - 4. Agree to include all the terms of this Agreement in each subcontract.

15. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

- A. The Subrecipient agrees to comply with State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Subrecipient, its subrecipients and all eligible activities.
- B. Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.
- C. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to SCCAA upon request.

Subrecipients' Initials gd

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

16. Inspections

- A. Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- B. SCCAA reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- C. Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Subrecipient or subcontractor until it is corrected.

17. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of SCCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subrecipient shall notify SCCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or SCCAA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SCCAA.

Subrecipients' Initials gd

SUBRECIPIENT AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program (HEAP)

1. **Special Conditions.**

- A. All proceeds from any interest-bearing account established by the Subrecipient for the deposit of HEAP funds, along with any interest-bearing accounts opened by subrecipients to Subrecipient for the deposit of HEAP funds, must be used for HEAP-eligible activities.
- B. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- C. SCCAA agrees to provide Subrecipient access to Homeless Management Information System ("HMIS") with an executed Personal Services and Sublicense Agreement. All client level data must be collected and entered into HMIS for all persons served using HEAP funds. SCCAA may be required to participate in any statewide initiatives as directed by BSCH including but not limited to, a statewide data integration environment.

2. **Entire Agreement; Amendments; Headings; Exhibits/Appendices**

- A. This Agreement constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient 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 Subrecipient and SCCAA's Director, provided that the amendment is in substantially the same format as the SCCAA'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.

Subrecipients' Initials GD

SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCCAA

1. Employment Status of Subrecipient

Subrecipient 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 SCCAA to exercise discretion or control over the professional manner in which Subrecipient performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Subrecipient shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of SCCAA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Subrecipient were a SCCAA employee. SCCAA shall not be liable for deductions for any amount for any purpose from Subrecipients compensation. Subrecipient shall not be eligible for coverage under SCCAA's workers' compensation insurance plan nor shall Subrecipient be eligible for any other SCCAA benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipients assigned personnel under the terms and conditions of this Agreement.

2. Indemnification

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless CAA, 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 Subrecipient, or by any of Subrecipients' subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CAA. Subrecipient shall also, at Subrecipients' own expense, defend the CAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against CAA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Subrecipient, or any of Subrecipient subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify CAA 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 CAA with respect to Subrecipients' "independent contractor" status that would establish a liability on CAA 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.

Subrecipients' Initials

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

3. Insurance Coverage

- A. Without limiting Subrecipients' duties of defense and indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect Shasta County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipients' partner(s), subcontractor's partner(s), Subrecipients' employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Shasta County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement
- C. Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Subrecipient shall require subcontractors to furnish satisfactory proof to SCCAA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to

Subrecipients' Initials 

approval by the Shasta 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, Subrecipient 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, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta 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) Subrecipient shall provide SCCAA with an endorsement or amendment to Subrecipients' policy of insurance as evidence of insurance protection before the effective date of this agreement.

Subrecipients' Initials gd

- (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, Subrecipient shall provide SCCAA, 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 Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, SSCCAA 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, Subrecipient shall provide SCCAA a certificate of insurance reflecting those limits.
- (8) Any of Subrecipients' Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Shasta County.

4. Notice of Claim; Applicable Law; Venue

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipients' performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SCCAA, Subrecipient shall give prompt and timely notice thereof to SCCAA. 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.

5. Performance Standards

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

6. Notices

- A. Except as provided in Exhibit C, section 2.C. of this Agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the

Subrecipients' Initials 92

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 SCCAA: Director
Shasta County Department of Housing and
Community Action Agency
1450 Court Street, Suite 108
Redding, CA 96001
Telephone (530) 225-5160
Fax (530) 225-5178

If to Subrecipient: Director
Plumas Crisis Intervention & Resource Center
591 Main Street
Quincy, CA 95971
Telephone (530) 283-5515

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 6.A. above and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the SCCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer.

7. Agreement Preparation

It is agreed and understood by SCCAA and Subrecipient 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.

8. Compliance with Political Reform Act

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

9. Property Taxes

Subrecipient represents and warrants that Subrecipient, on the date of execution of this Agreement, (1) has paid all property taxes for which Subrecipient is obligated

Subrecipients' Initials JD

to pay or (2) is current in payments due under any approved property tax payment arrangement. Subrecipient shall make timely payment of all property taxes at all times during the term of this Agreement.

10. 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 SCCAA 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.

11. 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 SCCAA and be delivered to the SCCAA upon completion of its authorized use pursuant to this Agreement. SCCAA 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 SCCAA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, Subrecipient shall retain all of Subrecipients' rights in Subrecipients' own proprietary information, including, without limitation, Subrecipients' methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Agreement and Subrecipient shall not be restricted in any way with respect thereto.

Signature Page Follows

Subrecipients' Initials gd

IN WITNESS WHEREOF, SCCAA and Subrecipient 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.

SCCAA

Date: _____

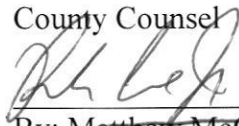
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

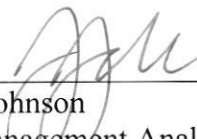
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

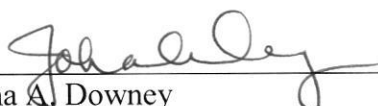
 6/18/19
By: Matthew McOmber
~~Senior Deputy~~ County Counsel

RISK MANAGEMENT APPROVAL


By:  06/17/19
James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: 12 June 2019

By: 
Johanna A. Downey
Executive Director, Plumas Crisis Intervention &
Resource Center

Tax I.D.#: 68-0062136


Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

Shasta County Community Action Agency
1450 Court Street Ste 108
Redding, CA 96001

**HOMELESS EMERGENCY AID PROGRAM
Subrecipient Request for Funds Form (RFF)**

Contract Number: SCCAA HEAP-2019-2 **Expiration Date:** 06/30/2021
Invoice Number:

Subrecipient: **Contact Person:** Johanna A. Downey
Contact Person Title: Executive Director of Plumas Crisis Intervention &
Resource Center In Plumas County
E-Mail: jadowney@pcirc.com 
Phone Number: 530-283-5515

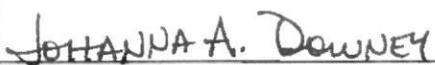
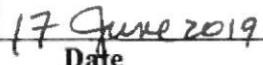
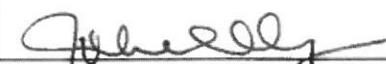
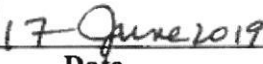
HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of		to	
BUDGET BREAKDOWN		REQUEST	
Proposed	Approved	Draw Amount	

Services (-Youth Set-Aside)	\$ 196,836.29	
Rental Assistance or Subsidies	\$ -0-	
Capital Improvements	\$ -0-	
Homeless Youth Set-Aside	\$ -0-	
Administrative Costs	\$ -0-	
Other:		
Other:		
TOTAL	\$ 196,836.29	


CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subrecipient Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

	
Name of Authorized Person	Date
	
Signature of Authorized Person	Date
SCCAA Use Only	

SCCAA Authorizing Approval Signature

Date

Subrecipients' Initials 

SUBRECIPIENT AGREEMENT

**Between
SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY
and
PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER IN SIERRA COUNTY**

This Subrecipient Agreement is entered into between the County of Shasta, through its Housing and Community Action Agency, a political subdivision of the State of California ("SCCAA") and the subrecipient named below.

The term of this Agreement is: July 1, 2019 through June 30, 2021.

The maximum amount of this Agreement is: \$ 39,270.84

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose, and Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	Terms and Conditions	10 pages
Exhibit D:	Special Terms and Conditions (HEAP)	1 page
Exhibit E:	Special Terms and Conditions (SCCAA)	8 pages

TOTAL NUMBER OF PAGES ATTACHED: 25 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SUBRECIPIENT PLUMAS CRISIS INTERVENTION & RESOURCE CENTER IN SIERRA COUNTY	
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Subrecipient's Name:

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER IN SIERRA COUNTY

Johanna A. Downey
By (Authorized Signature)

03 June 2019
Date Signed

JOHANNA A. DOWNEY, EXECUTIVE DIRECTOR
Printed Name and Title of Person Signing

591 W. MAIN ST QUINCY CA 95971
Address

SHASTA COUNTY COMMUNITY ACTION AGENCY

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address

SUBRECIPIENT AGREEMENT**EXHIBIT A**Authority, Purpose, and Scope of Work
Homeless Emergency Aid Program (HEAP)**1. Authority**

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under Senate Bill ("SB") 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("BCSH"). Shasta County Community Action Agency ("SCCAA") is the recognized Administrative Entity as provided for by HEAP and defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address immediate homelessness challenges. This Subrecipient Agreement along with all its exhibits ("Agreement") is entered into by SCCAA and the Subrecipient under the authority of, and in furtherance of the purpose of, the Program. Subrecipient acknowledges and understands that SCCAA has entered into a Standard Agreement with BCSH (Agreement Number 18-HEAP-00053, Registration Number CA-516). In signing this Agreement and thereby accepting this award of funds, the Subrecipient agrees to comply with the terms and conditions of the Agreement; the Notice of Funding Availability ("NOFA") under which SCCAA applied for HEAP grant funding jointly on behalf of Shasta County, the Subrecipient and other local agencies; the representations contained in the SCCAA's application; and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to pass through one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subrecipient. In accordance with the authority cited above, an application was made by SCCAA on behalf of the Subrecipient for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses.

Subrecipients' Initials gd

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

5. Agency Contract Coordinator

The SCCAA's Contract Coordinator for this Agreement is the SCCAA Director ("Director") or designee. Unless otherwise instructed, any notice, report or other communication requiring Subrecipient signature for this Agreement shall be mailed by first class mail to the SCCAA Director at the following address:

Shasta County Housing and Community Action Agency Programs Director
1450 Court Street, Suite 108
Redding, CA 96001
lburch@co.shasta.ca.us


6. Subrecipients Contract Coordinator

The Subrecipients Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subrecipients' Contract Coordinator at the following address:

Subrecipients' Authorized Representative Name:	Johanna A. Downey, Executive Director, Plumas Crisis Intervention & Resource Center In Sierra County
Address:	591 Main Street Quincy, CA 95971
Phone:	530-283-5515
Email:	jadowney@pcirc.com

7. Effective Date, Term of Agreement, and Deadlines


- A. This Agreement is effective upon approval by both SCCAA and Subrecipient as listed on page one, lower left section, Subrecipient Agreement, and signed by both parties.
- B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of grant funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the SCCAA and further returned to BCSH and will then revert to the State General Fund (See Health and Safety Code Section 50215).

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 18-HEAP-00053 between SCCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCCAA that necessitate changes to this Subrecipient Agreement, SCCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

Subrecipients' Initials 

SUBRECIPIENT AGREEMENT EXHIBIT B

Budget Detail and Payment Provisions

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the grant application, this Agreement, and in accordance with all applicable laws, regulations.

Consistent with the application submitted by SCCAA in December 2018, SCCAA shall award funds in the form of a grant for the following eligible activities:

A.	Capital Improvements:	\$ -0-
B.	Services: Other than Homeless Youth Set-Aside	\$ 39,270.84
C.	Rental Assistance or Subsidies:	\$ -0-
D.	Homeless Youth Set-Aside:	\$ -0-
TOTAL HEAP AWARD AMOUNT:		\$ 39,270.84

2. General Conditions Prior to Disbursement

General Requirements – All Subrecipients must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (“RFF”); and
- B. Four original copies of the signed Subrecipient Agreement and initialed Exhibits A through E; and
- C. Any other documents, certifications, or evidence requested by SCCAA or otherwise required by the State or by law as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes; Health and Safety Code Section 50214 and 50215 mandate the following:

- A. One hundred percent of HEAP funds shall be expended by June 30, 2021.
- B. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and will revert to the State General Fund.

SCCAA staff will provide ongoing technical assistance and training to support Subrecipients in successfully complying with these deadlines.

Subrecipients' Initials JD

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

HEAP funds may not be obligated or expended prior to the effective date of this Agreement or prior to Subrecipients receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all-over relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds (Exhibit E) to SCCAA. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed promptly to the Subrecipient upon receipt, review and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the HEAP funds to Subrecipient in a single allocation in the amount of \$39,270.84, which amount is one-hundred percent (100%) of the HEAP grant funds allocated and awarded to Subrecipient under the HEAP application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$39,270.84. Subrecipient shall ensure that HEAP funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.

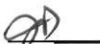
5. Budget Changes

After the effective date of this Agreement, the Subrecipient agrees that no changes shall be made to the Subrecipients HEAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from SCCAA. Subrecipient further agrees that any such changes shall comply with all applicable laws, rules, applications, and State requirements. Any changes to this Agreement must be requested by the Subrecipient in writing through submission of a Change Request Form. Changes must be approved in writing by SCCAA.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.


SCCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses HEAP funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to SCCAA.

Subrecipients' Initials 

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to SCCAA by the Subrecipient.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by SCCAA prior to the expenditure of funds for those activities.
- C. SCCAA, at its sole and reasonable discretion, shall make the final determination regarding allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

- A. Administrative costs are not an eligible expense under this agreement.

Subrecipients' Initials 

SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions
Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work, and Completion Dates

- A. This Subrecipient Agreement is effective beginning July 1, 2019. Subrecipient agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by SCCAA and the Subrecipient, or prior to Subrecipients receipt of HEAP funds, whichever date is later. Subrecipient agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 7.
- B. Subrecipient must contractually obligate no less than fifty percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and revert to the State General Fund. "Obligate" means that the Subrecipient has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Subrecipient agrees that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 7 and that the Scope of Work will be provided for the full term of this Agreement

2. Sufficiency of Funds and Termination

- A. If Subrecipient materially fails to perform Subrecipients' responsibilities under this Agreement to the satisfaction of SCCAA, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipients' responsibilities under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then SCCAA shall have the right to terminate this Agreement for cause effective immediately upon the SCCAA giving written notice thereof to Subrecipient. If termination for cause is given by SCCAA to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. SCCAA may terminate this Agreement without cause on 30 days written notice to Subrecipient.

Subrecipients' Initials JD

**SUBRECIPIENT AGREEMENT
EXHIBIT C**


- C. SCCAA may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. SCCAA's right to terminate this Agreement may be exercised by the Shasta County Executive Officer, or his/her designee, and/or the Director of Housing and Community Action Agency, or his/her designee.
- E. Should this Agreement be terminated, Subrecipient shall promptly provide to SCCAA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Agreement.
- F. If this Agreement is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination and return all awarded funds not expended on eligible activities within 30 days of termination date including all earned interest.

3. Transfers

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of SCCAA and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subrecipients' Application for Funds


- A. Subrecipient has submitted to SCCAA an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Subrecipient is entering into this Agreement on the basis of, and in substantial reliance upon, Subrecipients' facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by SCCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Subrecipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Subrecipients' knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect SCCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then SCCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

Subrecipients' Initials 

SUBRECIPIENT AGREEMENT EXHIBIT C

5. Reporting/Audits

- A. The Subrecipient shall submit Quarterly reports, first quarterly report due October 15, 2019 and quarterly thereafter; and an annual report to SCCAA on forms provided by SCCAA, by December 15, 2019 and December 15, 2020. If the Subrecipient fails to provide such documentation, SCCAA may terminate this Agreement. A final report must be submitted by Subrecipient by September 15, 2021.
- B. The Quarterly reports and annual reports shall contain a detailed report regarding the following:
 - 1. Amount of award with activity (ies).
 - 2. Contract expenditures.
 - 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
 - 4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
 - 5. Increases in capacity for new and existing programs.
 - 6. The number of unsheltered homeless persons becoming sheltered.
 - 7. The number of homeless persons entering permanent housing.
(May be reflected using a completed Logic Model)
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development ("HUD"):
 - 1. Chronically homeless
 - 2. Homeless veterans
 - 3. Unaccompanied homeless youth
 - 4. Homeless persons in families with children
- D. Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System ("HMIS").
- E. The Subrecipient will also be asked to comment on the following:
 - 1. Progress made toward local homelessness goals.
 - 2. The alignment between HEAP funding programs and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
 - 3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- F. SCCAA reserves the right to perform or cause to be performed a financial audit. At SCCAA's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
1. If a financial audit is required by SCCAA, the audit shall be performed by an independent certified public accountant.
 2. The Subrecipient shall notify SCCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by SCCAA to the independent auditor's working papers.
 3. The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Subrecipient must submit a detailed response acceptable to SCCAA for each audit finding within 90 days from the date of the audit finding.

6. Access to Records; Records Retention

- A. SCCAA, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Subrecipient or SCCAA. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Subrecipient shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or SCCAA audit directly related to the provisions of this Agreement. Subrecipient agrees to repay SCCAA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that SCCAA 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 Subrecipient.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

7. Retention and Inspection of Records

- A. The Subrecipient agrees that SCCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide SCCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit SCCAA or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Subcontractor further agrees to retain all records described in Paragraph A for a minimum period of five years after the termination of this Agreement.
- C. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

8. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. Subrecipients' failure to comply with the terms or conditions of this Agreement.
 - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to SCCAA in law or equity for breach of this Agreement, SCCAA may:
 - 1. Bar the Subrecipient from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Subrecipient;
 - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - 4. Require repayment of HEAP funds disburse and expended under this Agreement;
 - 5. Require the immediate return to SCCAA of all funds derived from the use of HEAP funds including, but not limited to, recapture funds and returned funds;
 - 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 - 7. Seek such other remedies as may be available under this Agreement or any law.

Subrecipients' Initials gd

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

C. All remedies available to SCCAA are cumulative and not exclusive.


D. SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days of the written notice date.

9. Nonassignment of Agreement; Non Waiver

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

10. Compliance with Laws; Non-Discrimination

During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its subcontracts shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

11. Conflict of Interest


All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.
- C. Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

12. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient, and its subrecipients, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subrecipients for violations, as required by Government Code section (8355(a)(1).

Subrecipients' Initials 


SUBRECIPIENT AGREEMENT

EXHIBIT C

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subrecipients about all of the following:
1. The dangers of drug abuse in the workplace;
 2. Subrecipients' policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees, contractors, and subrecipients for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient who works under this Agreement:
1. Will receive a copy of Subrecipients' drug-free policy statement, and
 2. Will agree to abide by terms of Subrecipients' condition of employment or subcontract.

13. Compliance with Child, Family, and Spousal Support Reporting Obligations

- A. Subrecipients' failure to comply with state and federal child, family, and spousal support reporting requirements regarding Subrecipients' 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. Subrecipients' failure to cure such default within 90 days of notice by SCCAA shall be grounds for termination of this Agreement.
- B. For any Contract or Subcontract Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110, that:
1. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Subrecipients' Initials 


**SUBRECIPIENT AGREEMENT
EXHIBIT C**

14. Special Conditions – Contractors/Subrecipient

- A. The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of SCCAA prior to disbursement of funds. The Subrecipient shall ensure that all of its subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of
- B. HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.
- C. The Agreement between SCCAA and Subrecipient and any of its subrecipients shall require the Subrecipient and its subrecipients, if any, to:
 - 1. Perform the work in accordance with Federal, State, and Local housing and building codes, as applicable.
 - 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient or any of its subrecipient in performing the Work or any part of it.
 - 4. Agree to include all the terms of this Agreement in each subcontract.

15. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

- A. The Subrecipient agrees to comply with State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Subrecipient, its subrecipients and all eligible activities.
- B. Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.
- C. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to SCCAA upon request.

Subrecipients' Initials 


**SUBRECIPIENT AGREEMENT
EXHIBIT C**

16. Inspections

- A. Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- B. SCCAA reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- C. Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Subrecipient or subcontractor until it is corrected.

17. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of SCCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subrecipient shall notify SCCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or SCCAA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SCCAA.

Subrecipients' Initials 


SUBRECIPIENT AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program (HEAP)

1. **Special Conditions.**

- A. All proceeds from any interest-bearing account established by the Subrecipient for the deposit of HEAP funds, along with any interest-bearing accounts opened by subrecipients to Subrecipient for the deposit of HEAP funds, must be used for HEAP-eligible activities.
- B. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- C. SCCAA agrees to provide Subrecipient access to Homeless Management Information System ("HMIS") with an executed Personal Services and Sublicense Agreement. All client level data must be collected and entered into HMIS for all persons served using HEAP funds. SCCAA may be required to participate in any statewide initiatives as directed by BSCH including but not limited to, a statewide data integration environment.

2. **Entire Agreement; Amendments; Headings; Exhibits/Appendices**

- A. This Agreement constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient 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 Subrecipient and SCCAA's Director, provided that the amendment is in substantially the same format as the SCCAA'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.

Subrecipients' Initials 


SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCCAA

1. Employment Status of Subrecipient

Subrecipient 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 SCCAA to exercise discretion or control over the professional manner in which Subrecipient performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Subrecipient shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of SCCAA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Subrecipient were a SCCAA employee. SCCAA shall not be liable for deductions for any amount for any purpose from Subrecipients compensation. Subrecipient shall not be eligible for coverage under SCCAA's workers' compensation insurance plan nor shall Subrecipient be eligible for any other SCCAA benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipients assigned personnel under the terms and conditions of this Agreement.

2. Indemnification

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless CAA, 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 Subrecipient, or by any of Subrecipients' subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CAA. Subrecipient shall also, at Subrecipients' own expense, defend the CAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against CAA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Subrecipient, or any of Subrecipient subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify CAA 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 CAA with respect to Subrecipients' "independent contractor" status that would establish a liability on CAA 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.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

3. Insurance Coverage

- A. Without limiting Subrecipients' duties of defense and indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect Shasta County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipients' partner(s), subcontractor's partner(s), Subrecipients' employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Shasta County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement
- C. Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Subrecipient shall require subcontractors to furnish satisfactory proof to SCCAA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to

Subrecipients' Initials 

approval by the Shasta 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, Subrecipient 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, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta 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) Subrecipient shall provide SCCAA with an endorsement or amendment to Subrecipients' 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, Subrecipient shall provide SCCAA, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein

Subrecipients' Initials JD

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 Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, SSCCAA 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, Subrecipient shall provide SCCAA a certificate of insurance reflecting those limits.
- (8) Any of Subrecipients' Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Shasta County.

4. Notice of Claim; Applicable Law; Venue

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipients' performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SCCAA, Subrecipient shall give prompt and timely notice thereof to SCCAA. 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.

5. Performance Standards

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

6. Notices

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

Subrecipients' Initials JD

If to SCCAA: Director
Shasta County Department of Housing and
Community Action Agency
1450 Court Street, Suite 108
Redding, CA 96001
Telephone (530) 225-5160
Fax (530) 225-5178

If to Subrecipient: Director
Plumas Crisis Intervention &
Resource Center In Sierra County
591 Main Street
Quincy, CA 95971
Telephone (530) 283-5515

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 6.A. above and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the SCCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer.

7. Agreement Preparation

It is agreed and understood by SCCAA and Subrecipient 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.

8. Compliance with Political Reform Act

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

9. Property Taxes

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

Subrecipients' Initials JA

10. 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 SCCAA 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.

11. 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 SCCAA and be delivered to the SCCAA upon completion of its authorized use pursuant to this Agreement. SCCAA 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 SCCAA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, Subrecipient shall retain all of Subrecipients' rights in Subrecipients' own proprietary information, including, without limitation, Subrecipients' methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Agreement and Subrecipient shall not be restricted in any way with respect thereto.

Signature Page Follows

Subrecipients' Initials 92

IN WITNESS WHEREOF, SCCAA and Subrecipient 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.

SCCAA

Date: _____


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

ATTEST:

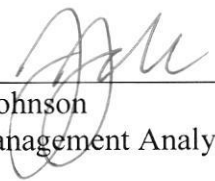
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

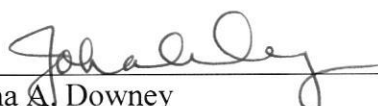
 6/18/19
By: Matthew McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL


By:  06/17/19
James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: 12 June 2019

By: 
Johanna A. Downey
Executive Director, Plumas Crisis Intervention &
Resource Center

Tax I.D.#: 68-0062136

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

Shasta County Community Action Agency
1450 Court Street Ste 108
Redding, CA 96001

HOMELESS EMERGENCY AID PROGRAM

Subrecipient Request for Funds Form (RFF)

Contract Number: SCCAA HEAP-2019-2 **Expiration Date:** 06/30/2021
Invoice Number:

Subrecipient: Contact Person: Johanna A. Downey
Contact Person Title: Executive Director of Plumas Crisis Intervention &
Resource Center In Sierra County
E-Mail: jadowney@pcirc.com
Phone Number: 530-283-5515

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount

Services (-Youth Set-Aside)	\$ 39,270.84	
Rental Assistance or Subsidies	\$ -0-	
Capital Improvements	\$ -0-	
Homeless Youth Set-Aside	\$ -0-	
Administrative Costs	\$ -0-	
Other:		
Other:		
TOTAL	\$ 39,270.84	

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subrecipient Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

JOHANNA A. DOWNEY	17 June 2019
-------------------	--------------

Name of Authorized Person

Date _____

Shahid	17 June 2019
--------	--------------

Signature of Authorized Person

Date _____

SCCAA Use Only

SCCAA Authorizing Approval Signature

Date _____

Subrecipients' Initials AD

SUBRECIPIENT AGREEMENT

**Between
SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY
and
HILL COUNTRY COMMUNITY CLINIC INC.**

This Subrecipient Agreement is entered into between the County of Shasta, through its Housing and Community Action Agency, a political subdivision of the State of California ("SCCAA") and the subrecipient named below.

The term of this Agreement is: July 1, 2019 through June 30, 2021.

The maximum amount of this Agreement is: \$ 134,778.59

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose, and Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	Terms and Conditions	10 pages
Exhibit D:	Special Terms and Conditions (HEAP)	1 page
Exhibit E:	Special Terms and Conditions (SCCAA)	8 pages

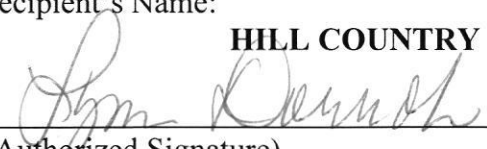
TOTAL NUMBER OF PAGES ATTACHED: 25 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SUBRECIPIENT HILL COUNTRY COMMUNITY CLINIC INC.	
--	--

Subrecipient's Name:

HILL COUNTRY COMMUNITY CLINIC INC.


By (Authorized Signature)

6/13/1
Date Signed

Lynn Dorroh, CEO
Printed Name and Title of Person Signing

P.O. Box 228 Round Mountain, CA 96084
Address

SHASTA COUNTY COMMUNITY ACTION AGENCY

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address

SUBRECIPIENT AGREEMENT**EXHIBIT A**Authority, Purpose, and Scope of Work
Homeless Emergency Aid Program (HEAP)**1. Authority**

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under Senate Bill ("SB") 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("BCSH"). Shasta County Community Action Agency ("SCCAA") is the recognized Administrative Entity as provided for by HEAP and defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address immediate homelessness challenges. This Subrecipient Agreement along with all its exhibits ("Agreement") is entered into by SCCAA and the Subrecipient under the authority of, and in furtherance of the purpose of, the Program. Subrecipient acknowledges and understands that SCCAA has entered into a Standard Agreement with BCSH (Agreement Number 18-HEAP-00053, Registration Number CA-516). In signing this Agreement and thereby accepting this award of funds, the Subrecipient agrees to comply with the terms and conditions of the Agreement; the Notice of Funding Availability ("NOFA") under which SCCAA applied for HEAP grant funding jointly on behalf of Shasta County, the Subrecipient and other local agencies; the representations contained in the SCCAA's application; and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to pass through one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subrecipient. In accordance with the authority cited above, an application was made by SCCAA on behalf of the Subrecipient for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

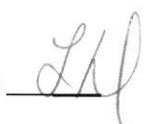
3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT A**

5. Agency Contract Coordinator

The SCCAA's Contract Coordinator for this Agreement is the SCCAA Director ("Director") or designee. Unless otherwise instructed, any notice, report or other communication requiring Subrecipient signature for this Agreement shall be mailed by first class mail to the SCCAA Director at the following address:

Shasta County Housing and Community Action Agency Programs Director
1450 Court Street, Suite 108
Redding, CA 96001
lburch@co.shasta.ca.us

6. Subrecipients Contract Coordinator

The Subrecipients Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subrecipients' Contract Coordinator at the following address:

Subrecipients' Authorized Representative Name:	Lynn Dorroh Executive Director, Hill Country Community Clinic Inc.
Address:	PO Box 228 Round Mountain, CA 96084
Phone:	530-337-5750
Email:	ldorroh@hillcountryclinic.org

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by both SCCAA and Subrecipient as listed on page one, lower left section, Subrecipient Agreement, and signed by both parties.
- B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of grant funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the SCCAA and further returned to BCSH and will then revert to the State General Fund (See Health and Safety Code Section 50215).

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT A**

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 18-HEAP-00053 between SCCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCCAA that necessitate changes to this Subrecipient Agreement, SCCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

Subrecipients' Initials Ldl

SUBRECIPIENT AGREEMENT EXHIBIT B

Budget Detail and Payment Provisions

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the grant application, this Agreement, and in accordance with all applicable laws, regulations.

Consistent with the application submitted by SCCAA in December 2018, SCCAA shall award funds in the form of a grant for the following eligible activities:

A.	Capital Improvements:	\$ -0-
B.	Services: Other than Homeless Youth Set-Aside	\$ 134,778.59
C.	Rental Assistance or Subsidies:	\$ -0-
D.	Homeless Youth Set-Aside:	\$ -0-
TOTAL HEAP AWARD AMOUNT:		\$ 134,778.59

2. General Conditions Prior to Disbursement

General Requirements – All Subrecipients must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (“RFF”); and
- B. Four original copies of the signed Subrecipient Agreement and initialed Exhibits A through E; and
- C. Any other documents, certifications, or evidence requested by SCCAA or otherwise required by the State or by law as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes; Health and Safety Code Section 50214 and 50215 mandate the following:

- A. One hundred percent of HEAP funds shall be expended by June 30, 2021.
- B. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and will revert to the State General Fund.

SCCAA staff will provide ongoing technical assistance and training to support Subrecipients in successfully complying with these deadlines.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT B**

HEAP funds may not be obligated or expended prior to the effective date of this Agreement or prior to Subrecipients receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all-over relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds (Exhibit E) to SCCAA. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed promptly to the Subrecipient upon receipt, review and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the HEAP funds to Subrecipient in a single allocation in the amount of \$134, 778.59, which amount is one-hundred percent (100%) of the HEAP grant funds allocated and awarded to Subrecipient under the HEAP application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$134,778.59. Subrecipient shall ensure that HEAP funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.

5. Budget Changes

After the effective date of this Agreement, the Subrecipient agrees that no changes shall be made to the Subrecipients HEAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from SCCAA. Subrecipient further agrees that any such changes shall comply with all applicable laws, rules, applications, and State requirements. Any changes to this Agreement must be requested by the Subrecipient in writing through submission of a Change Request Form. Changes must be approved in writing by SCCAA.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

SCCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses HEAP funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to SCCAA.

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to SCCAA by the Subrecipient.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by SCCAA prior to the expenditure of funds for those activities.
- C. SCCAA, at its sole and reasonable discretion, shall make the final determination regarding allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

- A. Administrative costs are not an eligible expense under this agreement.

Subrecipients' Initials

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SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions
Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work, and Completion Dates

- A. This Subrecipient Agreement is effective beginning July 1, 2019. Subrecipient agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by SCCAA and the Subrecipient, or prior to Subrecipients receipt of HEAP funds, whichever date is later. Subrecipient agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 7.
- B. Subrecipient must contractually obligate no less than fifty percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and revert to the State General Fund. "Obligate" means that the Subrecipient has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Subrecipient agrees that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 7 and that the Scope of Work will be provided for the full term of this Agreement

2. Sufficiency of Funds and Termination

- A. If Subrecipient materially fails to perform Subrecipients' responsibilities under this Agreement to the satisfaction of SCCAA, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipients' responsibilities under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then SCCAA shall have the right to terminate this Agreement for cause effective immediately upon the SCCAA giving written notice thereof to Subrecipient. If termination for cause is given by SCCAA to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. SCCAA may terminate this Agreement without cause on 30 days written notice to Subrecipient.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- C. SCCAA may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. SCCAA's right to terminate this Agreement may be exercised by the Shasta County Executive Officer, or his/her designee, and/or the Director of Housing and Community Action Agency, or his/her designee.
- E. Should this Agreement be terminated, Subrecipient shall promptly provide to SCCAA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Agreement.
- F. If this Agreement is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination and return all awarded funds not expended on eligible activities within 30 days of termination date including all earned interest.

3. Transfers

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of SCCAA and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subrecipients' Application for Funds

- A. Subrecipient has submitted to SCCAA an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Subrecipient is entering into this Agreement on the basis of, and in substantial reliance upon, Subrecipients' facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by SCCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Subrecipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Subrecipients' knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect SCCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then SCCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

5. Reporting/Audits

- A. The Subrecipient shall submit Quarterly reports, first quarterly report due October 15, 2019 and quarterly thereafter; and an annual report to SCCAA on forms provided by SCCAA, by December 15, 2019 and December 15, 2020. If the Subrecipient fails to provide such documentation, SCCAA may terminate this Agreement. A final report must be submitted by Subrecipient by September 15, 2021.
- B. The Quarterly reports and annual reports shall contain a detailed report regarding the following:
 - 1. Amount of award with activity (ies).
 - 2. Contract expenditures.
 - 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
 - 4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
 - 5. Increases in capacity for new and existing programs.
 - 6. The number of unsheltered homeless persons becoming sheltered.
 - 7. The number of homeless persons entering permanent housing.
(May be reflected using a completed Logic Model)
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development ("HUD"):
 - 1. Chronically homeless
 - 2. Homeless veterans
 - 3. Unaccompanied homeless youth
 - 4. Homeless persons in families with children
- D. Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System ("HMIS").
- E. The Subrecipient will also be asked to comment on the following:
 - 1. Progress made toward local homelessness goals.
 - 2. The alignment between HEAP funding programs and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
 - 3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- F. SCCAA reserves the right to perform or cause to be performed a financial audit. At SCCAA's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
1. If a financial audit is required by SCCAA, the audit shall be performed by an independent certified public accountant.
 2. The Subrecipient shall notify SCCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by SCCAA to the independent auditor's working papers.
 3. The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Subrecipient must submit a detailed response acceptable to SCCAA for each audit finding within 90 days from the date of the audit finding.

6. Access to Records; Records Retention

- A. SCCAA, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Subrecipient or SCCAA. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Subrecipient shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or SCCAA audit directly related to the provisions of this Agreement. Subrecipient agrees to repay SCCAA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that SCCAA 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 Subrecipient.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

7. Retention and Inspection of Records

- A. The Subrecipient agrees that SCCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide SCCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit SCCAA or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Subcontractor further agrees to retain all records described in Paragraph A for a minimum period of five years after the termination of this Agreement.
- C. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

8. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. Subrecipients' failure to comply with the terms or conditions of this Agreement.
 - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to SCCAA in law or equity for breach of this Agreement, SCCAA may:
 - 1. Bar the Subrecipient from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Subrecipient;
 - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - 4. Require repayment of HEAP funds disburse and expended under this Agreement;
 - 5. Require the immediate return to SCCAA of all funds derived from the use of HEAP funds including, but not limited to, recapture funds and returned funds;
 - 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 - 7. Seek such other remedies as may be available under this Agreement or any law.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- C. All remedies available to SCCAA are cumulative and not exclusive.
- D. SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days of the written notice date.

9. Nonassignment of Agreement; Non Waiver

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

10. Compliance with Laws; Non-Discrimination

During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its subcontracts shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

11. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.
- C. Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

12. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient, and its subrecipients, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subrecipients for violations, as required by Government Code section (8355(a)(1).

Subrecipients' Initials



SUBRECIPIENT AGREEMENT

EXHIBIT C

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subrecipients about all of the following:
1. The dangers of drug abuse in the workplace;
 2. Subrecipients' policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees, contractors, and subrecipients for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient who works under this Agreement:
1. Will receive a copy of Subrecipients' drug-free policy statement, and
 2. Will agree to abide by terms of Subrecipients' condition of employment or subcontract.

13. Compliance with Child, Family, and Spousal Support Reporting Obligations

- A. Subrecipients' failure to comply with state and federal child, family, and spousal support reporting requirements regarding Subrecipients' 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. Subrecipients' failure to cure such default within 90 days of notice by SCCAA shall be grounds for termination of this Agreement.
- B. For any Contract or Subcontract Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110, that:
1. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

14. Special Conditions – Contractors/Subrecipient

- A. The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of SCCAA prior to disbursement of funds. The Subrecipient shall ensure that all of its subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of
- B. HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.
- C. The Agreement between SCCAA and Subrecipient and any of its subrecipients shall require the Subrecipient and its subrecipients, if any, to:
 - 1. Perform the work in accordance with Federal, State, and Local housing and building codes, as applicable.
 - 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient or any of its subrecipient in performing the Work or any part of it.
 - 4. Agree to include all the terms of this Agreement in each subcontract.

15. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

- A. The Subrecipient agrees to comply with State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Subrecipient, its subrecipients and all eligible activities.
- B. Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.
- C. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to SCCAA upon request.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT C**

16. Inspections

- A. Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- B. SCCAA reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- C. Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Subrecipient or subcontractor until it is corrected.

17. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of SCCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subrecipient shall notify SCCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or SCCAA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SCCAA.

Subrecipients' Initials

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SUBRECIPIENT AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program (HEAP)

1. **Special Conditions.**

- A. All proceeds from any interest-bearing account established by the Subrecipient for the deposit of HEAP funds, along with any interest-bearing accounts opened by subrecipients to Subrecipient for the deposit of HEAP funds, must be used for HEAP-eligible activities.
- B. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- C. SCCAA agrees to provide Subrecipient access to Homeless Management Information System ("HMIS") with an executed Personal Services and Sublicense Agreement. All client level data must be collected and entered into HMIS for all persons served using HEAP funds. SCCAA may be required to participate in any statewide initiatives as directed by BSCH including but not limited to, a statewide data integration environment.

2. **Entire Agreement; Amendments; Headings; Exhibits/Appendices**

- A. This Agreement constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient 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 Subrecipient and SCCAA's Director, provided that the amendment is in substantially the same format as the SCCAA'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.

Subrecipients' Initials



SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCCAA

1. Employment Status of Subrecipient

Subrecipient 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 SCCAA to exercise discretion or control over the professional manner in which Subrecipient performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Subrecipient shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of SCCAA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Subrecipient were a SCCAA employee. SCCAA shall not be liable for deductions for any amount for any purpose from Subrecipients compensation. Subrecipient shall not be eligible for coverage under SCCAA's workers' compensation insurance plan nor shall Subrecipient be eligible for any other SCCAA benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipients assigned personnel under the terms and conditions of this Agreement.

2. Indemnification

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless CAA, 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 Subrecipient, or by any of Subrecipients' subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CAA. Subrecipient shall also, at Subrecipients' own expense, defend the CAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against CAA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Subrecipient, or any of Subrecipient subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify CAA 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 CAA with respect to Subrecipients' "independent contractor" status that would establish a liability on CAA 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.

Subrecipients' Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT E**

3. Insurance Coverage

- A. Without limiting Subrecipients' duties of defense and indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect Shasta County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipients' partner(s), subcontractor's partner(s), Subrecipients' employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Shasta County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement
- C. Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Subrecipient shall require subcontractors to furnish satisfactory proof to SCCAA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to

Subrecipients' Initials Lxl

approval by the Shasta 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, Subrecipient 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, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta 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) Subrecipient shall provide SCCAA with an endorsement or amendment to Subrecipients' policy of insurance as evidence of insurance protection before the effective date of this agreement.

Subrecipients' Initials



- (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, Subrecipient shall provide SCCAA, 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 Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, SSCCAA 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, Subrecipient shall provide SCCAA a certificate of insurance reflecting those limits.
- (8) Any of Subrecipients' Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Shasta County.

4. Notice of Claim; Applicable Law; Venue

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipients' performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SCCAA, Subrecipient shall give prompt and timely notice thereof to SCCAA. 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.

5. Performance Standards

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

6. Notices

- A. Except as provided in Exhibit C, section 2.C. of this Agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon

Subrecipients' Initials *LL*

personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to SCCAA: Director
Shasta County Department of Housing and
Community Action Agency
1450 Court Street, Suite 108
Redding, CA 96001
Telephone (530) 225-5160
Fax (530) 225-5178

If to Subrecipient: Director
Hill Country Community Clinic Inc.
PO Box 228
Round Mountain, CA 96084
Telephone (530) 337-5750
Fax (530) 337-5754

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 6.A. above and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the SCCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer.

7. Agreement Preparation

It is agreed and understood by SCCAA and Subrecipient 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.

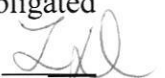
8. Compliance with Political Reform Act

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

9. Property Taxes

Subrecipient represents and warrants that Subrecipient, on the date of execution of this Agreement, (1) has paid all property taxes for which Subrecipient is obligated

Subrecipients' Initials



to pay or (2) is current in payments due under any approved property tax payment arrangement. Subrecipient shall make timely payment of all property taxes at all times during the term of this Agreement.

10. 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 SCCAA 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.

11. 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 SCCAA and be delivered to the SCCAA upon completion of its authorized use pursuant to this Agreement. SCCAA 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 SCCAA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, Subrecipient shall retain all of Subrecipients' rights in Subrecipients' own proprietary information, including, without limitation, Subrecipients' methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Agreement and Subrecipient shall not be restricted in any way with respect thereto.

Signature Page Follows

Subrecipients' Initials

Handwritten initials in cursive script, appearing to be 'JH' or similar, written over a horizontal line.

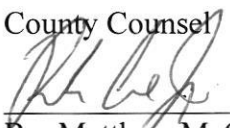
IN WITNESS WHEREOF, SCCAA and Subrecipient have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the Party on whose behalf his/her execution is made.

SCCAA

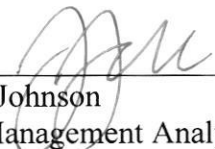
Date: _____

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

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


 6/18/19
By: ~~Matthew McOmber~~
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/17/19
James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: 6/13/19

By: 
Lynn Dorroh
Hill County Community Clinic Inc.
Executive Director

Tax I.D.#: 94-2831597

Subrecipients' Initials LD

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

Shasta County Community Action Agency
1450 Court Street Ste 108
Redding, CA 96001

**HOMELESS EMERGENCY AID PROGRAM
Subrecipient Request for Funds Form (RFF)**

Contract Number: SCCAA HEAP-2019-2 **Expiration Date:** 06/30/2021

Invoice Number:

Subrecipient: Contact Person: Lynn Dorroh

Contact Person Title: Executive Director of Hill Country Community

Clinic Inc.

E-Mail: ldorroh@hillcountryclinic.org

Phone Number: 530-337-5755

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount
Services (-Youth Set-Aside)	\$ 134,778.59	
Rental Assistance or Subsidies	\$ -0-	
Capital Improvements	\$ -0-	
Homeless Youth Set-Aside	\$ -0-	
Administrative Costs	\$ -0-	
Other: _____		
Other: _____		
TOTAL	\$ 134,778.59	

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subrecipient Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Name of Authorized Person	Date
Signature of Authorized Person	Date
SCCAA Use Only	

SCCAA Authorizing Approval Signature

Date

Subrecipients' Initials

LXL

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Law and Justice-12.

SUBJECT:

RESOLUTION FOR VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD AGREEMENT

DEPARTMENT: District Attorney

Supervisory District No. : All

DEPARTMENT CONTACT: Cindy Wilson, Staff Services Manager (530) 245-6311

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney

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

RECOMMENDATION

Adopt a resolution which approves and authorizes the Shasta County District Attorney to: (a) Serve as the grant agent for Shasta County with regard to an ongoing grant from the Victim Compensation & Government Claims Board for the purpose of fines and restitution orders administration (Program); (b) sign the Program grant award agreement in an amount not to exceed \$202,758, for the period July 1, 2019 through June 30, 2022, subject to approval as to form by County Counsel and subject to approvals by Risk Management and the Chief Information Officer; and (c) execute and submit future Program-related documents and payment requests, including any retroactive applications, agreements, and amendments, which may be necessary for the implementation of the Program through June 30, 2022.

SUMMARY

N/A

DISCUSSION

Approving the recommended actions will allow the Victim Assistance Program in the District Attorney's Office to accept grant funding and continue administration of fines and restitution orders on behalf of crime victims in the County. The Board has previously authorized agreements with the Victim Compensation and Government Claims Board for these services. Extending signature and agent authorization to the District Attorney will allow for flexibility to obtain this revenue.

ALTERNATIVES

The Board could choose not to receive the funding, or defer action and request additional information from the District Attorney's Office.

OTHER AGENCY INVOLVEMENT

The Recommendation has been reviewed by the County Administrative Office.

FINANCING

Revenues and appropriations for the restitution program were included in the Victim Witness Assistance FY 19-20 Requested Budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	6/19/2019	Resolution
Agreement	6/19/2019	Agreement

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE SHASTA COUNTY DISTRICT ATTORNEY TO SERVE AS THE
SHASTA COUNTY AGENT FOR AN ONGOING AGREEMENT WITH THE VICTIM
COMPENSATION & GOVERNMENT CLAIMS BOARD FOR RESTITUTION
ADMINISTRATION**

WHEREAS, the Shasta County Board of Supervisors has previously entered into an agreement with the Victim Compensation and Government Claims Board and desires to continue the program to ensure restitution fines and orders are properly administered in accordance with the applicable statutes; and,

WHEREAS, the Victim Compensation and Government Claims Board has allocated \$202,758 for the period of July 1, 2019 through June 30, 2022, to implement this project subject to the execution of a Standard Agreement; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby approves and authorizes the Shasta County District Attorney to: (a) Serve as the grant agent for Shasta County with regard to an ongoing grant from the Victim Compensation & Government Claims Board for the purpose of fines and restitution orders administration (Program); (b) sign the Program grant award agreement in an amount not to exceed \$202,758, for the period July 1, 2019 through June 30, 2022, subject to approval as to form by County Counsel and subject to approvals by Risk Management and the Chief Information Officer; and (c) execute and submit future Program-related documents and payment requests, including any retroactive applications, agreements, and amendments, which may be necessary for the implementation of the Program through June 30, 2022.

DULY PASSED AND ADOPTED this 25 th day of June, 2019
by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Leonard Moty, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Resolution No. 2019-_____

Page 2 of 2

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By _____
Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

VC-9084

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR NAME

COUNTY OF SHASTA, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE

JULY 1, 2019

THROUGH END DATE

JUNE 30, 2022

3. The maximum amount of this Agreement is:

\$202,758.00 (Two Hundred Two Thousand, Seven Hundred Fifty Eight Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B-1	Budget Worksheet	1
Exhibit C *	General Terms and Conditions	1
Exhibit D	Special Terms and Conditions	9
Exhibit E	CalVCB CRC Specialist Monthly Activity Timesheet	1
Attachment I	Information Security Policy (Memo 17-008)	6
Attachment II	CalVCB Confidentiality Statement and Certification	4
Attachment III	Fraud Policy (Memo 17-004)	3
Attachment IV	Investigation Referral Form	3
Attachment V	CalVCB Acknowledgement of Policies	1
Attachment VI	Invoice Worksheet and Instructions	2
Attachment VII	County Purchase Request Form and Instructions	3
Attachment VIII	CalVCB County Inventory Form	1
Attachment IX	CalVCB Asset Identification Form	2
Attachment X	Information Systems Security and Confidentiality Acknowledgement	2
Attachment XI	Acceptable Use of Technology Resources (Memo 17-005)	5
Attachment XII	Privacy Policy (Memo 17-010)	4
Attachment XIII	Password Policy (Memo 17-012)	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

VC-9084

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SHASTA, DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE CA	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD


CONTRACTING AGENCY ADDRESS 400 R STREET, SUITE 400	CITY SACRAMENTO	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING GARY ARSTEIN-KERSLAKE	TITLE Chief Information Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

RISK MANAGEMENT APPROVAL

BY:



James Johnson

Risk Management Analyst

EXHIBIT A**SCOPE OF WORK**

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's Criminal Restitution System.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney, and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's CRC Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - i. Involvement in the crime
 - ii. Lack of cooperation with law enforcement or the Board
 - iii. Felon
- f. The Deputy District Attorney assigned to prosecute the criminal case shall fill out and provide defense counsel with the CalVCB Disclosure Form, which discloses that a victim or witness may

EXHIBIT A

SCOPE OF WORK

have submitted an application for services to CalVCB. If either party desires additional information regarding the application or services provided prior to the conviction of an offender, he or she must personally serve a subpoena on CalVCB. After the associated offender has entered a guilty plea or been convicted, the Specialist shall provide the District Attorney's Office with the amount of assistance granted by the Board, if any, for the purpose of obtaining a restitution order.

- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine. This deliverable may be used in scorecard assessment on CRC effectiveness and failure to do so may impact contract funding.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110 and/or Minute Order) is forwarded to the Board's Restitution Branch Attn: Victim Pass-Thru Unit at P.O. Box 1348 Sacramento, CA 95812-1348 and California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS) at P.O. Box 942883 Sacramento, CA 94283-0001, or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System (CDTS) in the Post-Disposition Follow-Up Queue. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.00.
 - i. The Specialist shall provide the following information to the Board's Custodian of Records at custodianofrecords@victims.ca.gov when a removal order, for restitution greater than \$1,500, is not sought:
 - a) Application ID
 - b) Defendant Name
 - c) Court Case Number

EXHIBIT A

SCOPE OF WORK

- d) Sentencing Date
 - e) Restitution Amount
 - f) Reason a removal order was not sought
 - g) Did the trial court retain jurisdiction under Penal Code section 1202.46 to determine the amount of restitution at a later date
-
- l. The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist must provide the Board's Restitution Branch Attn: Victim Pass-Thru Unit with the modified CR-110 and/or minute order.
 - m. The Specialist shall notify the Board's CRC Restitution Analyst, upon discovery, that the applicant filed a civil suit, vehicle insurance claim, workers' compensation claim, or any other type of recovery that could be used to offset losses the applicant incurred as a direct result of the crime.
 - n. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine, order and offender information.
 - o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
 - p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to identify and discuss ways to ensure the collection of, as well as increase the collections of, restitution orders and fines.
 - q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
 - r. The Specialist and his/her supervisor shall review and acknowledge all Board policies as referenced in Exhibit D and attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
 - s. The Specialist must perform the work described in the SOW (Exhibit A). The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet (Exhibit E). The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities. Actual time is the time spent on CRC contract duties. This time includes vacation, sick, holidays or annual leave hours only if the staff person accrued the leave during the time the staff person was performing the functions described in this contract. Other time, including but not limited to, jury duty and industrial leave are not considered time worked on this contract and are to be paid by the county.

EXHIBIT A
SCOPE OF WORK

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Shasta DA's Office
Name: LARENDA DELAINI, CHIEF COUNSEL LEGAL DIVISION	Name:
Phone: (916) 491-3773	Phone:
Fax: (916) 491-6441	Fax:
Email: Restitution@victims.ca.gov	Email:

For additional information, direct your inquiries to:

CalVCB CRC Restitution Analyst:	Name: Tammy Newton
	Email: tammy.newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Business Services Branch:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzer@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting Branch:	Email: bsssupport@victims.ca.gov
	Name: Marianne Tran Accounting Manager
	Email: Marianne.tran@victims.ca.gov
	Phone: (916) 491-3636
	Main Line: (916) 491-3697
	Email: accountingmailbox@victims.ca.gov

Further CalVCB contacts are listed below:

Legal Office:	(916) 491-3605
Custodian of Records:	custodianofrecords@victims.ca.gov
Victim Pass-Thru Unit:	victimrestitution@victims.ca.gov
Customer Service:	800-777-9229

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached Budget Worksheet (Exhibit B-1).
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the Budget Worksheet (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) devoted to Board activities in a specific pay period (see Exhibit A.1.s detailing actual time). The District Attorney's Office shall submit the following backup documentation with their invoices:
 - i. CalVCB Monthly Activity Timesheet (Exhibit E) for each employee for the time period billed;
 - ii. County timesheets for each employee for the time period billed;
 - iii. Copy of the County's Accounting or Human Resources report itemizing salaries/wages and benefits paid to each employee for the time period billed; and
 - iv. Itemized receipts for all operating and overhead expenses for the time period billed.
- c. Eligible salary items include regular pay, approved overtime and bilingual pay differential. Ineligible items include all type of bonus pay and cash out of leave credits. Items not listed are subject to approval and payment, at the Board's discretion.
- d. Fringe benefits charged to this contract are subject to CalVCB approval, and will be authorized only when consistent with benefits provided to or on behalf of State employees.

Eligible benefits include, but are not limited to:

- i. Standard Retirement
- ii. OASDI (Old-Age, Survivors and Disability Insurance)
- iii. Health Insurance Contribution Regular, including health, dental and vision
- iv. Workers' Compensation Insurance
- v. Unemployment Insurance
- vi. Life Insurance
- vii. FICA/Medicare
- viii. Long Term Disability
- ix. Short Term Disability
- x. Employee Assistance Program
- xi. Flex-Benefit Plan Contribution
- xii. Survivor Benefits
- xiii. Other, as approved by CalVCB

Ineligible benefits include, but are not limited to:

- xiv. Other Post-Employment Benefits (OPEB)
- xv. Pension Obligation Bond (POB)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- xvi. Post-Employment Payoff
- xvii. Retiree Health
- xviii. Retiree Medical
- xix. Deferred Compensation
- xx. Parking
- xxi. Cafeteria
- xxii. General Liability
- xxiii. Wellness Dividend Program
- xxiv. Cash Allowance
- xxv. Housing Fund
- xxvi. Retirement Debt Service
- xxvii. Choices
- xxviii. Savings Plan
- xxix. Flex Benefit
- xxx. Risk Management Administration
- xxxi. PERS UAAL Misc.
- xxxii. Individual Security

e. Invoices and backup documentation shall be mailed no later than the 15th of each month to:

California Victim Compensation Board
Attn: Accounting Branch
P.O. Box 1348
Sacramento, CA 95812-1348

f. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.

g. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th, of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed upon between the Board and District Attorney's Office that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any further provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Branch, California Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within forty-five (45) days of receipt, in accordance with Chapter 4.5 of Government Code section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be three (3) years. Any and all amendments to this contract shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$67,586.00 for fiscal year 2019/2022; \$67,586.00 for fiscal year 2019/2022; and \$67,586.00 for fiscal year 2019/2022. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. Funding may only be expended in the fiscal year it was encumbered. The funding of this contract may be changed by written amendment to the contract and upon approval of the Board.

The District Attorney's Office shall submit a Budget Worksheet (Exhibit B-1) listing all Fiscal Years included in the contract term and shall provide it with the contract package. The CRC Restitution Analyst, or designee shall provide written approval of any subsequent budget modifications.

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-items as part of their operating expenses, such as supplies, rent, postage, telephone, and travel. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure expenses classified as

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

"direct cost" are not included in the "indirect cost" or "overhead" category. "Indirect costs" are costs incurred for a common or joint purpose, such as accounting, human resources and/or administrative type services; or are costs not directly identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses deemed ineligible by the state.

- b. If billing for indirect costs, the District Attorney's Office shall submit a copy of its Indirect Cost Plan (ICP) with the budget. The ICP must identify the number of employees it covers and include a breakdown and calculation specifying which costs are associated to the Specialist position included in the monthly charge (for example, payroll and accounting services). All costs included in the plan must be supported by formal accounting records, which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary billed.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments issued by the county.

BUDGET WORKSHEET
 FY 2019 - 2022
 (Standard Agreement)

Exhibit B-1
 County of Shasta
 Contract Number VC-9084

County and Agency: XXXX COUNTY DISTRICT ATTORNEY					
Personnel Expenses	2019-2020 BUDGET	2020-2021 BUDGET	2021-2022 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES					
Name: Debra Harris	\$38,313.00	\$39,079.00	\$40,643.00	\$18.42-\$19.02	100%
Name:					
Name:					
Name:					
FRINGE BENEFITS				PERCENTAGE OF SALARY / DESCRIPTION	
Name: Debra Harris	\$25,301.00	\$25,807.00	\$26,810.00	Please include FICA and Medicare percentages 66.04% FICA PERS Health Unemployment	
Name:					
Name:					
Name:					
TOTAL PERSONNEL EXPENSES	\$63,614.00	\$64,886.00	\$67,453.00		
Operating and Overhead Expenses				DESCRIPTION OF EXPENSES	
				Please include calculations for budgeted amounts)	
Rent	\$1,200.00	\$1,200.00	\$133.00		
Postage	\$468.00	\$400.00			
*Office Supplies	\$500.00	\$300.00			
Telephone	\$1,450.00	\$800.00			
Training					
Travel (Reimbursed @ current CalHR rates)					
Mileage					
**Equipment					
Indirect Costs (≤ 10% salary)	\$354.00			Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
TOTAL OPERATING EXPENSES	\$3,972.00	\$2,700.00	\$133.00		
TOTAL BUDGET	\$67,586.00	\$67,586.00	\$67,586.00		

* A request for Office Supplies in excess of \$500 per FY requires a justification for the entire amount of expenditures.

**Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from CalVCB must be requested in writing by the county and approved in writing by CalVCB prior to purchase. All requests must be submitted on the *County Purchase Request Form*. CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase. Please specify, in detail, what expenses are included for each of these line items.

Rev. 12/2018

County of Shasta
VC-9084

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of notification of the resignation of that staff person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization from the Board prior to filling vacant or new positions; upgrading the classification of a position; changing the time base of existing positions, even though funding was previously requested and made part of the budget; and prior to making any staff changes that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the time base will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in the SOW (Exhibit A), the District Attorney's Office shall request written authorization from the Board, ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for duties performed outside the scope of the contract. The District Attorney's Office shall submit a budget modification to the Board, for approval, reflecting the revised percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for the leave, only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure staff persons assigned to the functions under this contract do not participate in criminal investigations or prosecutions.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title, and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in the SOW (Exhibit A), the District Attorney's Office shall request written authorization from the Board, ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for duties performed outside the scope of the contract. The District Attorney's Office shall submit a budget modification to the Board, for approval, reflecting the revised percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for the leave, only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure staff persons assigned to the functions under this contract do not participate in criminal investigations or prosecutions.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title, and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialist's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders and all activity.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board; or who does not comply with the contract provisions. The Board may monitor performance under the contract and report performance to the Specialist and his/her supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. The expectations may include but are not limited to: specific time frames for completion of work; specific amount of work to be completed within given time frames; and specific standards for the quality of work to be performed. The Board may provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within sixty (60) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit, and review, any and all books, papers, documents, financial records, and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line item of the contract Budget Worksheet so long as the reimbursement is consistent with the Invoicing Instructions (Attachment VI).
- b. The District Attorney's Office must obtain prior written authorization from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option to deny the reimbursement of the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer equipment sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Board's CRC Restitution Analyst, Legal Division, California Victim Compensation Board, P.O. Box 350, Sacramento, CA 95812-1348.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time under this contract.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives, and memos as they pertain to performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure all Specialists performing the duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updating requirements around procurement, usage, disposition, and security of State IT assets, which may include, but are not limited to, computer systems, software, and equipment.

8. EQUIPMENT

- a. Written Request and Approval Prior to Purchase.

The District Attorney's Office shall obtain prior written approval from the Board for the acquisition of equipment (capitalized assets) even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases not requested or approved in writing prior to the purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) and submit it to the Board's CRC Restitution Analyst, Legal Division, California Victim Compensation Board, P.O. Box 350, Sacramento, CA 95812-1348.

- b. Purchase of Information Technology Equipment.

Costs for providing Information Technology (IT) equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and upon pre-approval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, the Board will configure, and provide support for the equipment and pre-installed software.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

If the District Attorney's Office purchases IT equipment, the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for paying support and/or maintenance service cost. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state asset identification tag. The District Attorney's Office shall ensure no one other than the Specialist who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches, upgrades, and keep anti-virus software executed and up-to-date on any machine Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify the software has appropriate systems and controls in place to ensure state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software, equipment, and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- i. Intel 4th Generation Multi-Core i7 Processor
- ii. 8 GB RAM
- iii. 500 GB Hard Drive
- iv. Network Port
- v. USB Port(s)
- vi. 24" Flat Panel monitor
- vii. USB Keyboard
- viii. USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- i. Microsoft Windows 7 Enterprise Operating System
- ii. Internet Explorer 11, Edge ** or Google Chrome
- iii. Windows Media Player **
- iv. Microsoft Office 2010 or higher
 - a) Word
 - b) Excel
 - c) PowerPoint
 - d) Outlook
- v. Adobe Reader

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- vi. Adobe Flash Player
- vii. Java 8
- viii. McAfee VirusScan Enterprise or similar antivirus protection
- ix. Verdiem Surveyor Client (Energy Management Software) or a similar product

**** Installed with the Operating System**

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2019 through June 30, 2022.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear a state asset identification tag. The asset tag is supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th, of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's CRC Restitution Analyst electronically by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold the items (identified on the County Inventory Form) in storage until the Board can retrieve its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract, will be the property of the Board and will be handled according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life, must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal, such as recycle or donation. All hard drives must be encrypted or cleansed prior to their shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov and CRC Restitution Analyst.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information related to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence and shall not

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

be disclosed except as required by law or specifically authorized by the Board (refer to Information Security Policy Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division. Please contact (916) 491-3605 with any requests.

The District Attorney's Office shall ensure that all staff are informed of and comply with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract, shall be provided a copy of and shall be compliant with the CalVCB Confidentiality Statement and Certification (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Fraud Policy (Attachment III), Acceptable Use of Technology Resources (Attachment XI), Privacy Policy (Attachment XII) and Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement and Certification (Attachment II), CalVCB Acknowledgement of Policies (Attachment V), and the Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Branch
Attn: Contracts
400 R Street Suite 400
Sacramento, CA 95811

In the event fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Additionally, the Specialist assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

The Specialist should not:

- a. Attempt to access the Cares2 application from any location other than the assigned work Location. Working remotely requires prior authorization from the Board. Contact the CRC Restitution Analyst.
- b. Share individual login ID and password with anyone.
- c. Allow the computer to remember a password to the Cares2 application.
- d. Walk away from the computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any PII via email. Staff should use application numbers, bill numbers, and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers, fax machines, in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments/links from untrusted emails.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive, other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, and privacy breaches, should be reported immediately to your county Information Security Officer, your supervisor, CRC Restitution Analyst, and the Chief Counsel. You must also notify the Board's IT Help Desk by sending an email to: helpdesk@victims.ca.gov.

The Specialist may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary, the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms upon hire and annually thereafter.

All other terms and conditions under this contract shall remain the same, in full force, and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate location stating that subpoenas for all records from the Board must be personally served on the Board at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste. 500, Sacramento CA 95811. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for assistance or questions.

When documents are subpoenaed, the District Attorney's Office shall provide the Board with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

14. INCOMPATIBLE WORK ACTIVITIES

The Specialist assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list that has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office responsibility to ensure every staff person assigned to provide contracted services to the Board is made aware of and abides by these provisions. If an assigned staff person is unwilling or unable to abide by these provisions, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days have passed via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise shall create any contractual relation between the state and any sub-contractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations herein. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above-mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

CALIFORNIA VICTIM COMPENSATION BOARD
CRC Specialist Monthly Activity Timesheet

Exhibit E

Month and Year:

CRC Specialist:

County:

Day	Duties	Securing Orders	Modifying Orders	Court Appearances	Rest-Training/Outreach	COTS / Data entry	Other	Administration	Training	Meetings	Other	Total	Leave	Vacation, CTO, PLP	Sick Leave	Holiday, Other Leave	Total Hours
1											0.00	0.00					0.00
2											0.00	0.00					0.00
3											0.00	0.00					0.00
4											0.00	0.00					0.00
5											0.00	0.00					0.00
6											0.00	0.00					0.00
7											0.00	0.00					0.00
8											0.00	0.00					0.00
9											0.00	0.00					0.00
10											0.00	0.00					0.00
11											0.00	0.00					0.00
12											0.00	0.00					0.00
13											0.00	0.00					0.00
14											0.00	0.00					0.00
15											0.00	0.00					0.00
16											0.00	0.00					0.00
17											0.00	0.00					0.00
18											0.00	0.00					0.00
19											0.00	0.00					0.00
20											0.00	0.00					0.00
21											0.00	0.00					0.00
22											0.00	0.00					0.00
23											0.00	0.00					0.00
24											0.00	0.00					0.00
25											0.00	0.00					0.00
26											0.00	0.00					0.00
27											0.00	0.00					0.00
28											0.00	0.00					0.00
29											0.00	0.00					0.00
30											0.00	0.00					0.00
31											0.00	0.00					0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTES:

POLICY MEMO



Information Security Policy

Memo Number: 17-008

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

POLICY MEMO



for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

POLICY MEMO



The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

POLICY MEMO



Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

POLICY MEMO



Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

Data Ownership

All information assets have a Data Owner who is assigned by CalVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

Information Classification

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

Information System Security Practices

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

POLICY MEMO



Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

Distribution List

All CalVCB staff

Attachment II



CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the Information Security Policy, Memo number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

I, _____ agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Deputy Executive Officer, or Legal Counsel. "Personal Information" means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.



- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 1. The request for information is from an applicant or the applicant's authorized representative regarding his or her own application,
 2. The disclosure is for the purpose of ensuring imposition of restitution and the applicant has provided a signed authorization to release information, or
 3. Are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, CHP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the CalVCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I, _____ acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and theB Information Security Policy, Memo Number 17-008. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, _____ acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:



- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, _____ expressly consent to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.



Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 06-00-003

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions.

Signature

Date

Name (Print)



Fraud Policy

Memo Number: 17-004

Fraud Policy

Memo Number: 17-004

Issued July 10, 2017

Supersedes: 13-001

Effective immediately

Does not expire

Issued By: Legal Division

Purpose

To describe steps to be taken in the event fraud is suspected.

Policy

The California Victim Compensation Board (CalVCB) is committed to protecting the Restitution Fund against the risk of loss and will promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with CalVCB. CalVCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.

This policy is not intended to address employee work performance, therefore, an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the Human Resources Branch. If the suspected fraud involves another employee, the employee should contact his/her supervisor/manager immediately. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the Human Resources Branch immediately.

Definition

Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:

- Any dishonest or fraudulent act.
- Any violation of federal, state, or local laws related to fraud.
- Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents.
- Profiteering as a result of insider knowledge of CalVCB activities.



Fraud Policy

Memo Number: 17-004

How to Report Fraud

Any employee who suspects fraud or has received an external fraud complaint shall immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. Managers must complete an Investigation Referral Form (available on Boardnet), and submit it to the Deputy Executive Officer of their division for referral to the Provider Evaluation Team (PET).

If an employee receives a complaint of fraud from an external complainant, the employee should not attempt an investigation. The employee should gather contact information from the complainant and refer the matter to their supervisor for immediate submission to PET.

There are four reporting options available for external complainants:

1. Send an email to the fraud hotline at FraudHotline@victims.ca.gov
2. Call the toll-free fraud hotline at 1 (855) 315-6083
3. Write to the Legal Division at 400 R Street, Sacramento, CA 95811
4. Fax the complaint to (916) 491-6409

All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the PET Team.

Investigations

The PET has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Pertinent investigative findings will be reported to executive management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with executive management.

Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to CalVCB.

All information received in the course of a fraud investigation is treated as confidential to the extent permitted by law. CalVCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity. CalVCB employees must report any alleged reprisal, retaliation, threat or similar activity immediately.

In order to maintain the integrity of the investigation, CalVCB will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is also important in order to



Fraud Policy

Memo Number: 17-004

avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect CalVCB from potential liability.

Contacts

For questions, contact the Deputy Executive Officer for your division.

**INVESTIGATION REFERRAL FORM****Involved Division/County** (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Victim Compensation Division | <input type="checkbox"/> Fiscal Services Division |
| <input type="checkbox"/> Application Intake Section | <input type="checkbox"/> Budget Section |
| <input type="checkbox"/> Eligibility Determination Section | <input type="checkbox"/> Accounting Section |
| <input type="checkbox"/> Benefit Determination Section | <input type="checkbox"/> Government Claims Program |
| <input type="checkbox"/> County Liaison and Support Section | <input type="checkbox"/> Restitution Recovery Section |
| <input type="checkbox"/> Mental Health Section | <input type="checkbox"/> Liens & Overpayment Recovery Section |
| <input type="checkbox"/> Appeals Process Section | <input type="checkbox"/> Legislation & Public Affairs Division |
| <input type="checkbox"/> Policy, Planning and Research Section | <input type="checkbox"/> Legislation Section |
| <input type="checkbox"/> Customer Service Section | <input type="checkbox"/> Regulations Section |
| <input type="checkbox"/> Administration Division | <input type="checkbox"/> Training Section |
| <input type="checkbox"/> Human Resources Section | <input type="checkbox"/> Communications & Outreach Section |
| <input type="checkbox"/> Information Technology Section | <input type="checkbox"/> Joint Powers County |
| <input type="checkbox"/> Business Services Section | <input type="checkbox"/> Criminal Restitution Compact County |

Nature of Complaint (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Services not rendered | <input type="checkbox"/> Provider licensure issue |
| <input type="checkbox"/> Unnecessary services | <input type="checkbox"/> Identity theft |
| <input type="checkbox"/> Excessive billing | <input type="checkbox"/> Forgery/alteration of documents |
| <input type="checkbox"/> Double billing | <input type="checkbox"/> Misappropriation of State assets |
| <input type="checkbox"/> Upcoding and Unbundling | <input type="checkbox"/> Other (Please describe): |

Complainant

- ☐ Employee
 ☐ Claimant
 ☐ Provider
 ☐ Attorney/Representative
 ☐ Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date



INVESTIGATION REFERRAL FORM

Complaint Against

☐ Employee
 ☐ Claimant
 ☐ Provider
 ☐ Attorney/Representative
 ☐ Other

Name of the involved

Name(s) of other parties involved

Application Number and Any Associated Application Numbers (if applicable)

Application Processed By? ☐ Headquarters ☐ JP County

Dollar Amount Involved?

Type of Expenses Involved?
 ☐ MH
 ☐ Relocation
 ☐ I/S
 ☐ Medical
 ☐ F/B
 ☐ Other

Date of Complaint Occurred?

Date of Complaint Discovered?

Complaint (Summary of the complaint – What did the person(s) involved do that you feel was fraudulent, etc.?) If applicable, send a copy of any documents that supports your complaint. If you do not have a copy of supporting documents, where can a copy be obtained?)



INVESTIGATION REFERRAL FORM

Approving Manager/Supervisor Signature (Name & Title)*

Unit/Section (if applicable)

Phone Number

Date

*Not required if you believe your supervisor is involved in the fraudulent activity.

Approving Deputy Executive Officer:

☐ Proceed to OAI ☐ Return to Requestor

Reason for Return:

Deputy Executive Officer Signature

Date

To assist in the processing of a complaint involving a CalVCP application, please ensure all necessary verifications are completed prior to submission.

California Victim Compensation Board Acknowledgement of Policies

1. Fraud Policy (Attachment III)

I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy (Memo 17-004). I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity, I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/ manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

In referring the matter, the JP or CRC employee must complete an Investigation Referral Form and forward it to the OAI.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the contract.

2. Acceptable Use of Technology Resources (Attachment XI)

I have read, understand, and agree to abide by the provisions of CalVCB's Acceptable Use of Technology Resources Policy (Memo 17-005)

3. Privacy Policy (Attachment XII)

I have read, understand, and agree to abide by the provisions of CalVCB's Privacy Policy (Memo 17-010)

4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of CalVCB's Password Policy (Memo 17-012)

5. Incompatible Work Activities

I have read, understand, and agree to abide by the provisions of the Exhibit D, Section 14, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract

CRC Restitution Specialist Signature

Date

Typed or Printed Name

Classification Title

Manager/Supervisor Signature

Date

Type or Printed Name

Classification Title

County

Contract Number

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories should be included if they are necessary to perform the services under this agreement and provided for in the budget.

Personnel Expenses - Salaries and Wages

Salary is calculated as follows: Hourly Rate x Hours Worked x % Billed = Salary Billed. Salary cannot exceed actual amount paid out as listed on the back-up documentation.

Fringe Benefits

Benefits are calculated as follows: Salary billed x Benefit % = Benefit Billed.

Operating Expenses

The following items fall within this category: rent, utilities, postage, data processing, office supplies, telephone, insurance, training, travel, and expendable equipment. All items submitted must include a description or explanation of the expense, and a receipt, if necessary.

The following subcategories have special requirements as noted below. Rent

The rent subcategory is for facility rental. Indicate the number of square feet specified in the agreement as well as the rental amount. A receipt is not required.

Office Supplies

A request for office supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures. Receipts required.

Workers' Compensation Insurance

Workers' Compensation insurance may be billed to the county as an annual fee; however, it cannot be billed to the contract as an annual lump sum. Please divide the annual amount and bill monthly. Include back-up information detailing the charge.

Travel

All travel must be pre-authorized by CalVCB. Allowable expenses include transportation, lodging, meals and incidental items incurred by the Specialist to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized.

The contractor may use either its own written travel and per diem policy or the state policy in accordance with State Administrative Manual Section 0700, but it cannot exceed the state's travel reimbursement rate.

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Specialist attended a conference in Sacramento, 100 miles @ 0.58 per mile = \$58.00.

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Provide a detailed description and indicate the number of pieces of equipment being purchased.

Equipment (Capitalized Assets)

Capitalized assets include equipment with an acquisition of \$500 or more per unit (including tax, installation and freight) or with a useful life of five years or more. Examples of such equipment are copiers, personal computers (including monitors and CPU). Provide a detailed description and indicate the number of pieces of equipment being purchased.

Note

Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the California Compensation Board (CalVCB) must be requested in writing and approved in writing **prior to purchase**. All requests must be submitted on the **County Purchase Request Form** (Attachment VII). Further, CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

INVOICE WORKSHEET

ATTACHMENT VI

County and Agency:		Contract Number: VCXXXX			
Personnel Expenses	Billing Month-Year [Month-Year]	Salary/Hourly Rate Range	Salary/Hourly Rate	Hours Worked	% billed
SALARIES AND WAGES	Billed Amount				
Name:					
Name:					
Name:					
Name:					
Name:					
FRINGE BENEFITS	Billed Amount	PERCENTAGE OF SALARY / DESCRIPTION Please include a benefit breakdown			
Name:					
Name:					
Name:					
Name:					
Name:					
PERSONNEL SERVICES TOTAL					
Operating and Overhead Expenses	Billed Amount	DESCRIPTION OF EXPENSES Please include calculations with supporting documentation			
I. FACILITY OPERATIONS					
Rent					
II. OPERATING EXPENSES					
Postage					
Office Supplies					
Telephone					
III. TRAINING (specify date, location, purpose)					
IV. TRAVEL (specify date, location, purpose)		REIMBURSED AT CURRENT CalHR RATES			
Mileage (SHOW CALCULATION)					
V. INDIRECT COSTS (≤ 10% salary)		Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.			
VI. EQUIPMENT					
OPERATING & OVERHEAD EXPENSES TOTAL					
TOTAL EXPENDITURES					
I certify that this is a true billing of expenditures.					
ACCOUNTING OFFICER SIGNATURE		DATE			
NAME AND TITLE		TELEPHONE NUMBER			
ADDRESS PAYMENTS SHOULD BE SENT TO:					

Rev. 12/2018

State of California
County Purchase Request Form
Rev. 03/18

Attachment VII
California Victim Compensation Board
Business Services Branch

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

	<p>The following information must be provided in order for authorization to be granted for the purchase of equipment through the County's contract. As stated in the contract, all equipment purchases must be justified by the requesting County and approved by CalVCB. If the request is not approved by CalVCB, the purchase <u>will not</u> be authorized for payment through the contract. A separate form must be completed for each piece of equipment being requested.</p>		
1.	COUNTY CONTACT INFORMATION		
	County:	Contract Number:	Fiscal Year Funded:
	Contact Name:	Address:	Phone Number:
	Email:		
2.	EQUIPMENT REQUEST		
	<p>Submission of this form is not a guarantee of equipment approval. CalVCB's CRC/IP Analyst, Business Services Branch (BSB) Analyst, and Information Technology Division (ITD) Analyst, will verify the request and make recommendations based on appropriateness and pricing. Alternatives may be recommended. Incomplete forms will be returned to the County. <i>Note: Acquisition of an equipment maintenance plan is the responsibility of the County, and may be funded through the contract.</i></p>		
	Equipment Type:	Make:	Model:
			Cost:
	Software: (e.g., Windows 7, Microsoft Office Suite)		Cost:
	Equipment Maintenance Plan: (describe terms/pricing)		Cost:
	Explain how payment for the equipment shall be made: (approved in contract budget, purchased by VCP, other)		
3.	PURCHASE JUSTIFICATION		
	<p>Explain in full detail why this equipment is needed (replacing equipment that is over 5 years old, ongoing equipment performance issues, additional staff, etc.). You may be contacted by the CRC/IP Analyst to provide additional information.</p>		
4.	COUNTY AUTHORIZATION		
	<p>By signing this form, the County Coordinator/Supervisor agrees that the information provided is accurate and true, and that the equipment/software is necessary to conduct State business. The coordinator/supervisor is also accepting responsibility to ensure that upon receipt, the asset tag provided for this equipment will be properly affixed to the equipment.</p>		
	County Coordinator/Supervisor Signature:		Date:
5.	PURCHASE APPROVAL		
	<p>If the purchase is approved, a fully executed copy of the County Purchase Request Form will be returned to the County Contact (see Page 2). The County may then proceed with their equipment purchase. Carefully review the approval as alternative equipment may have been authorized.</p>		

NOTE: Retain a copy of this document for further processing. After equipment has been acquired, the County will be required to complete the CalVCB Asset Identification Form. This form will provide CalVCB with the information needed to document the equipment specifications and serial number. Upon receipt by CalVCB, an asset tag will be assigned and sent to the County with further instructions.

State of California
County Purchase Request Form

Attachment ____
California Victim Compensation Board
Business Services Branch
Page 2

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

For CalVCB Staff Use Only:			
<p>The CRC/JP Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The CRC/JP Analyst will serve as the liaison between the County Contact and/or the BSB/ITD Analysts for clarifying or resolving any issues. Upon review/approval by the CRC/JP Analyst and the CRC/JP Manager, the form will be forwarded to BSB for further review and processing.</p>			
<p>CRC/JP Analyst Staff Comments:</p>			
<p>This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p>		<p>CRC/JP Analyst Name: _____ Date: _____</p>	
<p>CRC/JP Manager's Signature (required) _____</p>		<p>Signature: _____ Date: _____</p>	
<p>The BSB Analyst is responsible for determining if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. If this request is for IT equipment, components or software, BSB will forward to ITD for additional review/approval.</p>			
<p>BSB Approval / Comments (include Approved Changes or Denial details in this section):</p>			
<p>This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied</p>		<p>Approved by (BSB Analyst): _____</p>	
<p>BSB Manager's Signature (required) _____</p>		<p>Signature: _____ Date: _____</p>	
		<p>ITD Review/Approval Required? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>The ITD Analyst is responsible for determining if the IT equipment requested is compatible with CalVCB equipment and/or meets all requirements to interface with the CalVCB's database, and may also determine if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. ITD and BSB will consult regarding equipment replacement, as necessary.</p>			
<p>ITD Approval/Comments (include Approved Changes or Denial details in this section):</p>			
<p>This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied</p>		<p>Approved by (ITD Analyst): _____</p>	
<p>ITD Manager's Signature (required for IT purchases only) _____</p>		<p>Signature: _____ Date: _____</p>	

COUNTY PURCHASE REQUEST FORM:**INSTRUCTIONS AND RESPONSIBILITIES****County Staff Responsibilities - Request**

1. County staff will complete each section of the County Purchase Request Form (form) and obtain County authorization.
2. The County will then submit the form to their assigned CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Review

1. CRC/JP Analyst reviews form to verify it is completed correctly and that sufficient funds are available.
 - If the form is not filled out correctly, the form is returned to the County with instructions on how to proceed (i.e., complete cost, provide justification, etc.).
2. CRC/JP Manager will either sign and approve the form, or deny the request and return the form to the County with an explanation of the denial.
3. If approved, CRC/JP Analyst will send the signed, approved form to BSB for further processing.

BSB Staff Responsibilities - Process

1. BSB staff will verify the equipment/cost and accept or make recommendations based on appropriateness and pricing. If the request is acceptable, the BSB Manager will sign and approve the form.
 - If the form is not filled out correctly, BSB staff will note the necessary changes needed and returns the form to CRC/JP Analyst.
2. BSB will note on the form whether Approved, Approved w/Changes, or Denied. Changes or reason for denial will be noted on the form.
3. BSB will make a copy of the form and return the signed copy to the CRC/JP Analyst for processing.
 - If the form includes a request for ITD equipment, BSB will first forward the form to ITD for processing.

ITD Staff Responsibilities - Process

1. ITD will verify that the purchase is appropriate/compatible and authorize the IT equipment by checking "Approved".
 - If alternate equipment is recommended, ITD will check "Approved w/Changes" and explain the reason for the change.
 - If the equipment request is not approved, ITD will check "Denied".
2. ITD will route the form to BSB for further processing.
3. Upon receipt, BSB will make a copy of the form and return it to the appropriate CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Status

1. The CRC/JP Analyst will notify the County of the status of the request, and if it has been approved, to proceed with their purchase.

County Staff Responsibilities – Asset/Inventory

1. Once the new equipment is received, County staff will complete a State Asset Identification Form and submit it within 10 business days to their assigned CRC/JP Analyst.
2. An asset tag(s) will be sent from CalVCB to County staff once the equipment has been received.
 - A BLUE asset tag will be issued for non-IT equipment; a RED asset tag will be issued for IT equipment.
3. County staff will affix the asset tag(s) to the new equipment.

Annual Inventory: In July each fiscal year, County staff must submit a completed County Inventory Form which details all equipment purchased with CalVCB funds. This form must be returned to their assigned CRC/JP Analyst.

CalVCB County Inventory Form

In accordance with Exhibit D.10 of the California Victim Compensation Board (CalVCB) Criminal Restitution Compact (CRC) contract, the CalVCB *County Inventory Form* must be completed and returned to CalVCB by the end of each fiscal year, **July 15th**, and at the time of an equipment purchase. Please list all assets purchased by CalVCB or reimbursed by CalVCB. For a list of assets that must be inventoried, please see footnote.

Return completed form to CalVCB at: BSSSupport@victims.ca.gov

County	CalVCB Contract Number	Fiscal Year	Address	Contact Information
VC-				Name:
				Phone Number:
				Email Address:

Asset Inventory

Asset Type*	Location	Serial Number	Model	Manufacturer	Asset Tag #	User	Comments

Name and title of person completing form: _____

Phone number: _____

Date: _____

The following assets must be inventoried:

IT Assets: computer, monitor, fax machine, desktop or network printer, scanner, laptop, copier, etc.

Non-IT Assets: shredder, recorder, TV, any type of furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

For additional assets, please include a separate document using the same format as this form.

CalVCB Asset Identification Form

As required by the State Administrative Manual and the County contracts, all assets purchased with State funds must be properly identified and inventoried, and an asset tag affixed to the asset. To comply with these requirements, the County must complete the information provided below.

Upon completion, a copy of this form must be emailed to your assigned CRC/JP analyst.

County Name	Contract Number	Address
County Contact Name	Phone Number	Email Address

ASSET INFORMATION

(To be completed by the County; use Page 2 for additional items)

*Asset Type	
Location/Address	
Make/Model	
Serial Number	

*The following examples represent the types of assets that must be inventoried: IT Assets: computer, monitor, copier, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

COUNTY ACKNOWLEDGEMENT

A complete accounting of all assets and corresponding asset tags must be provided to CalVCB in July of each Fiscal Year. Counties must use the County Inventory Form provided with their contract (see Contract Attachments) to account for and report all assets purchased with CalVCB funds. The County Coordinator/Supervisor understands and accepts responsibility for submission of a complete and accurate County Inventory Form for the current Fiscal Year.

By signing below, you acknowledge that all asset tags have been properly affixed to equipment purchased with CalVCB funds, and that an accounting of all assets will be reported at the end of the Fiscal Year, as indicated above:

County Coordination/Supervisor (required):	Date:

ASSET TAG

Asset Tag(s) Provided to CRC/JP Analyst By:	Asset Tag(s) Sent to County By:
BSB/ITD Analyst:	CRC/JP Analyst:
Date:	Date Sent:
Once the purchase is completed, CalVCB's BSB/ITD staff will update its asset management system to include the equipment purchased for the County. An asset tag(s) will be assigned and sent to the County by the CRC/JP Analyst identified above. Upon receipt, the County must properly affix the asset tag(s) provided below to the equipment.	
Asset Tag Number To be provided by CalVCB	<div style="border: 1px dashed black; padding: 10px; text-align: center;"> ASSET TAG </div>

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

*The following examples represent the types of assets that must be inventoried: IT Assets: computer, monitor, copier, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.



Information Systems Security and Confidentiality

Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy, Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

I understand that I must:

- Read and understand the CalVCB Information Security Policy.
- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
- Access CalVCB systems and networks using only my assigned confidential user identifiers and passwords.
- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.



- Not attempt to circumvent data protection schemes and report to the Information Security Officer immediately any newly identified security vulnerabilities or loopholes.
- Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data.
- Use only CalVCB approved hardware and software and never download from the internet or upload from home.
- Not use CalVCB electronic systems to send, receive, or store material that violates existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or obscene nature.
- Not illegally use or copy CalVCB software.
- Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
- Access only system areas, functions, or files that I am authorized to use.
- Not share individual account passwords.

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

User Name (Print)

Division or Unit

User Signature

Date

Phone Number

Manager/Supervisor
Signature

Date

Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

POLICY MEMO



Acceptable Use of Technology Resources

Memo Number: 17-005

Date Issued: 1/11/17

Supersedes: 15-003

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) *Acceptable Use of Technology Resources Policy* does the following:

- Defines the rules for the use of the CalVCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones.
- States clearly that state technology resources are to be used for state business purposes; and,
- Establishes that the Information Technology Division (ITD) routinely monitors CalVCB technology resources to identify improper use.

Policy

It is the policy of the CalVCB that:

- Use of technology resources must comply with the laws and policies of the United States Government and the State of California.
- Each user's assigned job duties and responsibilities are appropriate and regulated.
- Restrictions to CalVCB ITD assets are based on a staff person's business need (need-to-know).
- CalVCB's ITD staff may monitor the network continuously and/or periodically to ensure compliance.

POLICY MEMO



Applicability

This Policy applies to:

- All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the CalVCB.

Note: If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.

Management Responsibilities

- Authorize staff to use the network-based resources for appropriate business need.
- Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form.
- Report any violations to the CalVCB Information Security Officer (ISO).

User Responsibilities

- Act in the best interest of the CalVCB by adhering to this Policy.
- Use discretion when using CalVCB information technology assets.
- Access only the CalVCB resources that they are authorized to use.
- Use the system only for its designed purposes.
- Keep all passwords confidential.
- Refrain from illegal activities, including unethical or obscene online behavior.
- Access only acceptable material on the Internet.
- Report any violations to a supervisor/manager and ISO.

Requests for Exception

Requests for exceptions must be submitted to the CalVCB Help Desk via email at Helpdesk@victims.ca.gov or call x3800 during business hours from 8:00 AM to 5:00 PM.

Acceptable Activities

The following are examples of acceptable activities:

- Access only those systems and information assets required to perform current CalVCB duties.

POLICY MEMO



- Using a CalVCB state-issued IT asset to connect to CalVCB services to conduct CalVCB business activities.
- Accessing folders, files, and images stored on the CalVCB network for business purposes that are consistent with the staff person's job duties and network privileges.
- Using approved training material related to a user's duties for business-related knowledge or professional growth.
- Use the Internet to view sites, such as governmental and professional societies.
- Incidental use of Internet during breaks and lunch. (Incidental use must be minimal and must comply with all applicable CalVCB policies, practices, and guidelines).

Restriction on the Use of State IT Resources

The following are examples of unacceptable activities:

- Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work.
- Use of CalVCB IT resources for personal business, or personal gain.
- Intentionally attempting to access information resources without authorization.
- Accessing another employee's IT resource without permission.
- Using another employee's log-on identification credentials.
- Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.
- Interfering with another employee's ability to perform their job duties or responsibilities.
- Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling.
- Installing or connecting unauthorized software or hardware on a CalVCB-owned and/or managed information resource.
- Storing personal nonbusiness-related data, such as pictures and multi-media files, on any CalVCB IT resource.
- Transmitting confidential information to external recipients without using encryption approved by the CalVCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.

POLICY MEMO



Incident Reporting

Any incident must be reported immediately to a supervisor/manager and the ISO.

Violations

Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal.

The CalVCB will investigate all alleged violations and take appropriate action.

Compliance

All employees must read the *CalVCB Acceptable Use of Technology Resources Policy*, and sign an acknowledgement form upon appointment, and annually thereafter.

Authority

- Government Code sections 19572 and 19990.
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code Section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Other Applicable CalVCB Policies

All employees, temporary staff, contractors, vendors, and consultants who access the CalVCB network for business purposes must comply with all State and CalVCB policies and procedures, including, but not limited to:

- Information Security Policy
- Password Policy
- Mobile Device Policy
- Telework Policy
- Privacy Policy
- Mobile Device Policy
- Wireless Access Policy

POLICY MEMO



Contact

For any questions about this Policy, please contact your immediate supervisor/manager or the CalVCB ISO.

POLICY MEMO



Privacy Policy

Memo Number: 17-010

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CalVCB) from actions that would:

- Damage the reputation of the CalVCB.
- Endanger employees, contractors, or citizens that rely on CalVCB.
- Present a legal risk to CalVCB.

Policy

It is the Policy of CalVCB that:

- All personal, and personally identifiable information (PII) collected by CalVCB is necessary for the organization to perform its function.
- CalVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CalVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CalVCB. Staff may request and view their information according to the Information Practices Act and State Policy.

POLICY MEMO



Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CalVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CalVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.

POLICY MEMO



- Properly dispose of PII.

Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CalVCB Privacy Officer.

Acceptable Use

Official CalVCB business needs only.

Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

Authority

- Government Code sections 11019.9, 13952 to 13954

POLICY MEMO



- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

Other Applicable CalVCB Policies

- Acceptable Use of CalVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurityandPrivacy@victims.ca.gov

Distribution

All CalVCB staff

POLICY MEMO



Password Policy

Memo Number: 17-012

Date Issued: March 24, 2017

Supersedes: 07-00-013

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Policy

Any passwords used for User shall be complex and protected from unauthorized disclosure.

Purpose

To provide information regarding the minimum level of password protection required for CalVCB information assets.

Requirements

Passwords shall always be kept confidential.

Passwords shall not be viewable on a display device.

Password Standards

Passwords shall not contain personal information associated with the user that could be easily guessed.

Passwords shall not be words contained in English or foreign language dictionaries, spelling lists, or other lists of words. Passwords shall not be familiar acronyms, or slang expressions in common use.

Passwords shall not be the same as the User Identification (user id).

Passwords shall not consist solely of a repeating or sequential set of characters or numbers (i.e. 11111111, 12345678, ABCDEF, etc.)

POLICY MEMO



Passwords shall contain characters from each character type indicated in the Password Character Type table that is appropriate to the level of security required for a specific role.

Changing Passwords

A password shall be changed immediately if it is suspected or discovered to be known by another individual.

Passwords shall be changed regularly. Refer to the Password Standards table for the maximum time allowed before a password must be changed.

All new passwords shall be significantly different from previous passwords (i.e. 1FONSE & 2FONSE are not significantly different).

Passwords protecting group accounts shall be changed immediately when a member of the group no longer needs access to the group account.

Initial Passwords

The distribution of initial user passwords shall use methods that ensure only the intended user learns the passwords.

Initial User Passwords shall conform to password practice requirements and standards.

Initial User Passwords shall be unique to each user.

The Initial User Password shall be changed by the user the first time it is used.

Session Inactivity Protection

After a user's login session has been inactive for the period of time specified in the Password Standards table, they must either re-enter their password or login again before the login session can be resumed.

Lockout

A User shall be locked out of the system when the standard threshold of unsuccessful attempts has been reached. Refer to the Password Standards table for those values.

Users that are locked out of the system as a result of too many unsuccessful attempts to enter a password must have their identity verified before they will be permitted access to that system.

Stored or Transmitted Passwords

Passwords that are stored on a system or transmitted across external networks shall be encrypted using a method that meets current 3-level Data Encryption Standards or hashed

POLICY MEMO



using a message-digest algorithm is 3DES (or equivalent) or hashed using a method that is MD5 (or equivalent).

Business Partners Passwords

Access to business services provided by the CalVCB Internet sites by Employers and Business Partners shall be protected with a Business Partners Password.

User Passwords

User Passwords shall be used to authenticate a user's access to the CalVCB internal systems, applications, or resources.

Remote Access Passwords

Remote Access Passwords shall be used to authenticate a user's access to CalVCB internal systems and/or applications via Internet or inbound dial methods. Remote Access Passwords shall be randomly generated and valid for only one use.

Administration Passwords

Administration Passwords shall be used by administrators to authenticate themselves for access to restricted information and resources (i.e. administrator accounts or configuration files for critical system components).

Stored and Embedded Passwords

Systems and/or applications that must authenticate to each other shall use stored or embedded passwords.

Access to Stored and Embedded Passwords shall be restricted to the minimum number of staff necessary to support the systems and/or the applications that use them.

Stored passwords shall be contained in a file or database that is external to the application and can only be accessed by authorized systems, applications, and users.

Embedded passwords shall be contained within the system or application.

Default Passwords

Before any hardware and/or software are put into production at the CalVCB, any default passwords that it uses shall be set to values that conform to the Password Policy.

POLICY MEMO

**Exception Approval**

Any non-compliance with the Password Policy shall be approved by the Chief Information Officer and Information Security Officer and should be documented.

Password Standards

Role	Business Partners	User	Remote Access	CaRES User	Admin (Service Accounts)	Stored	Embedded
Minimum password length (characters)	8	8	6 (Hardware Token)	8 and max of 32	8	8	8
Maximum time between password changes (days)	None	90	60 sec	90	90	None	None
Minimum time between password changes (days)	None	1	60 sec	none	1	None	None
Threshold of unsuccessful login attempts before account is disabled	3	5	3	5	3	5	3
Passwords must contain characters from each specified type of the Password Character Type Table	Based on Business partner password policy	1, 2	2	1,2,3	1,2,3,	1,2,3	1,2,3
Inactivity duration for session protection (maximum minutes)	20	20	20	20	20	None	None

POLICY MEMO



Password Character Type Table

Types	Description	Example
Type 1	Letters (upper and lower case)	A, B, C, ... Z a, b, c, ... z
Type 2	Numerals	0, 1, 2, ... 9
Type 3	Special characters (category 1)	Symbols in the top row of the keyboard: `~!@#\$%^&*()-_+=

Guidelines

Automatic System Enforcement

Systems and/or applications should automatically enforce the password requirements and standards when automatic enforcement is possible.

Encrypted Transmission

Passwords should be encrypted when transmitted across internal networks.

Writing Down Passwords

Users should memorize their passwords and not write them down. If a password must be written down, the following precautions should be observed:

- Do not write down your password while you are in a public area where others could observe your writing.
- Do not identify your password as being a password.
- Do not include the name of the account and the dial-in telephone number of the system on the same piece of paper.
- Mix in extra characters or scramble the written version of the password in a way that you will remember, making the written version different from the real password.
- Do not attach the password to your terminal, keyboard, or any part of your computer or office furniture.
- Store a written password in a secure place like a wallet or purse.

Minimizing the Number of User Passwords

Systems shall be developed in a manner so the number of different passwords a user must know is minimized.

POLICY MEMO



Change Embedded Password

Embedded passwords shall be changed when the programs they affect are also changed for routine enhancements or maintenance.

Accounts associated with stored or embedded passwords shall have account names that are difficult to guess to lessen the likelihood that these accounts can be disabled by unauthorized logon attempts as outlined in the Passwords Standards table.

Account Names for Stored and Embedded Passwords

Passwords shall be changed when a system/application is put into production so that the production passwords are known only to the Production Control staff and the system/application/data owner.

Compliance and Authority

Refer to the CalVCB Information Security Policy.

Who to contact for questions

For any questions about this Memo please contact your supervisor or manager, or the CalVCB Information Security Officer by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the
 United States.
- OR**
2. We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the
 Department of General Services (DGS) to submit a bid or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the
 written permission from DGS is included with our bid or proposal.
- OR**
3. We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

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<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1.
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

2.
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3.
Initials
+ certification We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
below

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Law and Justice-13.

SUBJECT:

Accept Donation of K-9

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Kropholler, Captain (530) 245-6148

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Take the following actions: (1) Accept the donation of a canine (K-9) purchased for the Shasta County Sheriff's Office by the "Friends of Shasta County K-9", a nonprofit organization, valued at \$11,000; and (2) authorize the Auditor-Controller to pay invoices for usual and customary charges for a new canine which were incurred after June 20, 2019 and prior to acceptance of this donation.

SUMMARY

N/A

DISCUSSION

The Sheriff's Office is in need of replacing one of its recently retired K-9's ("Jax") in its Patrol Division. Due to this retirement, the Sheriff's Office does not have another K-9 available to replace this asset. The "Friends of Shasta County K-9", a nonprofit organization has offered to donate a new K-9 purchased from Zustan K-9 Services for \$11,000, which would include the required 200 hour Basic Handlers Course. This replacement would keep the Sheriff's Office K-9 Unit staffed with five K-9 teams serving throughout Shasta County.

ALTERNATIVES

The Board may choose to not accept the donation of this canine; however, the canine has been determined to be a good fit for the department and there is a vacancy with the retirement of K-9 Jax.

OTHER AGENCY INVOLVEMENT

The Recommendation has been reviewed by the Auditor-Controller and the County Administrative Office.

FINANCING

The costs associated with the K-9 program which include costs for handler pay, routine on-going training, veterinary bills, food, and other associated costs are included in the Sheriff's budget. There is no additional General Fund impact with approval of this Recommendation.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Law and Justice-14.

SUBJECT:

Sheriff - Jail AUHSD PSA

DEPARTMENT: Sheriff-Jail

Supervisory District No. : All

DEPARTMENT CONTACT: Dave Kent, Captain (530) 245-6100

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with the Anderson Union High School District in an amount not to exceed \$250,000 to provide an adult education program for inmates at the Shasta County Jail (funded with State Average Daily Attendance funds and the Sheriff's Inmate Welfare Fund) for the period July 1, 2019 through June 30, 2022, with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

This renewal agreement with the Anderson Union High School District (District) will allow the District to continue to provide a Partnership Learning Center Program (Program) in the Jail with adult education components to provide educational opportunities leading to high school graduation or California High School Equivalency (GED) certificates. Additionally, should the agreement generate Average Daily Attendance (ADA) revenues that exceed the cost of the Program (staff costs and District administrative costs), the excess ADA revenues will be deposited into the Sheriff's Inmate Welfare Fund which helps to fund the cost of the Program.

ALTERNATIVES

The Board could choose not to approve the agreement; however, ADA funding would not be available to help offset the Program costs, leaving the Inmate Welfare Fund as the sole source of funds for these services.

OTHER AGENCY INVOLVEMENT

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

FINANCING

ADA funding has not fully funded this program for a number of years, requiring the difference (as stated in the agreement) to be paid from the Inmate Welfare Fund. However, if ADA funding is in excess of Program needs, those additional funds will be credited to the Main Jail Inmate Welfare Fund to offset the costs of the Program.

ATTACHMENTS:

Description	Upload Date	Description
SHERIFF - JAIL AUHSD PSA	6/11/2019	SHERIFF - JAIL AUHSD PSA

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
ANDERSON UNION HIGH SCHOOL DISTRICT FOR THE PROVISION OF AN
EDUCATION PROGRAM FOR JAIL INMATES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") and Anderson Union High School District ("Consultant") for the purpose of an education program for inmates at the Shasta County Main Jail (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall coordinate the Partnership Learning Center Program ("Program"), an adult education program to provide educational opportunities leading to high school graduation and diploma or California High School Equivalency ("GED") Certificates for inmates of the Shasta County Main Jail ("Main Jail") and for the purpose of generating State of California average daily attendance ("ADA") revenue (1) for the Consultant and the Shasta County Sheriff's Inmate Welfare Fund ("Inmate Welfare Account").
- 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. The Program will meet the needs of enrolled students through automated learning technology and individualized or small group instructions. The Program will provide transcript assessment with diagnostic and prescriptive placement in learning activities. Learning activities will take place exclusively at the Main Jail.
- D. Students in the Program will be certified under the State of California Education Code and by the Consultant as a source of ADA to meet the operational costs of the Program.
- E. Consultant will instruct at a Correctional Education Learning Lab at the Main Jail, which shall be deemed a satellite classroom of the Consultant. Program services

¹ The state of California funds school districts based on student attendance, also known as Average Daily Attendance (ADA), at school. ADA is calculated by dividing the total number of days of student attendance by the number of days of school taught during the same period.

will be afforded to inmates meeting the definition of "dropout" established by the State of California Department of Education and/or the Consultant. The goal for each inmate/student will be to earn a high school diploma or a GED Certificate.

F. Consultant will:

- (1) Act as the fiscal agent for purpose of claiming and disbursing ADA revenue generated by activities under this agreement.
- (2) Enroll for ADA purposes, all inmate/students who qualify for the Program.
- (3) Provide a teacher/administrator of record, an employee of Consultant, to oversee curriculum standards, assessment practices, student performance, and attendance.
- (4) Provide transcript review and approval for each inmate/applicant who seeks enrollment in the Program in order to assure proper placement in learning activities leading to a high school diploma or GED Certificate.
- (5) Conform to all applicable adult education program state and federal regulations.
- (6) Designate appropriate teaching personnel as approved by County, to carry out the instructional requirements of the Program to qualify for ADA revenue generation and academic credit for all enrolled inmate/students.
- (7) Provide assessments for inmate/applicant enrollment into the Program.
- (8) Develop, maintain and report daily attendance records for each inmate/student in accordance with Consultant's policies and procedures.
- (9) Develop and maintain individual inmate/student progress reports and appropriate files for all online independent study. These records and associated materials shall be maintained by Consultant and made available upon request to the County.
- (10) Participate in quarterly meetings to evaluate of Program effectiveness and cost efficiencies.

G. Consultant shall be responsible for providing transcript review and determination of eligibility for the Program and other educational programs and transcript forwarding services for all inmate/students.

H. Consultant shall remit funds to be deposited in the Inmate Welfare Account as may be required pursuant to Section 4 of this agreement.

- I. Pursuant to the terms and condition of this agreement, Consultant shall administer GED tests to inmates of the Shasta County Jail, and grade the GED tests, in accordance with the rules and regulations promulgated by Consultant and the State of California for such tests. Grading is to be on a pass/fail basis. Consultant shall report the name of each inmate who passes the GED test to the State of California Department of Education and shall provide a list of each inmate who takes the GED test and the inmates' grade (pass or fail) to the Sheriff, as authorized by law.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in Section 4 of this agreement from Funds in the Inmate Welfare Account as may be required pursuant to Section 4 of this agreement and shall monitor Consultant's performance.
- B. In addition, County shall:
 - (1) Provide secure space to conduct Program activities at the Main Jail.
 - (2) Allow access to Consultant's personnel as necessary for evaluation of the effectiveness of the Program. All of Consultant's personnel must maintain security clearance through the Main Jail.
 - (3) Assist in the transferring of education records to other penal facilities.
 - (4) Be responsible for the referral of potential participants in the Program to the Jail Learning Center.
- C. County shall compensate Consultant as prescribed in Section 4 of this agreement and shall monitor the outcomes achieved by Consultant. The Sheriff's Office shall assist Consultant in administration of each GED test at the Shasta County Main Jail. The Sheriff's Office shall, in its sole discretion, determine which inmates at the Shasta County Jail Shall be eligible to take the GED tests administered by Consultant and shall in consultation with Consultant determine the date, time, and place each GED test shall be administered.

Section 3. RESPONSIBILITIES OF BOTH PARTIES.

- A. Each party will maintain its operational discretion in performing the activities of, or related to, this agreement.
- B. Both parties shall comply with the requirements of all federal and state regulations issued pursuant to the California Education Code or California Code of Regulations for correctional facility education programs.

- C. Both parties shall comply with all applicable county, state, and federal standards and safeguards regarding operation and physical maintenance of all Program computer-based hardware and software.
- D. Both parties agree that originals of this agreement and any modifications thereto will be kept on file at the Consultant's Office, and the Shasta County Sheriff's Office.

Section 4. COMPENSATION.

A. Disbursement of ADA Revenues.

- (1) After Consultant receives the annual distribution of ADA funds generated by the Program, the following methodology will be used to distribute the funds:
 - a. If the annual amount of ADA funding received exceeds the sum of: (1) the annual amount of salary and benefits paid by Consultant to the teachers of record, and employees of Consultant for direct labor hours attributable to the Program; and (2) 15 percent of the ADA funds received (to be applied toward Consultant's administrative costs), then Consultant shall remit to County the difference within 30 days of receipt of the annual ADA funding which funds shall be credited to the Main Jail Inmate Welfare Account.
 - b. If the annual amount of ADA funding received is less than the sum of: (1) the annual amount of salary and benefits paid by Consultant to the teachers of record, and employees of Consultant for direct labor hours attributable to the Program; and (2) 15 percent of the ADA funds received (to be applied toward Consultant's administrative costs), then County shall remit to Consultant the difference. Consultant shall submit an invoice for the difference to County annually during the month of October. County shall remit the invoiced amount from the Inmate Welfare Account within 30 days of receipt of Consultant's invoice. (1)

- B. Consultant shall be paid \$150.00 for each scored GED test (i.e. \$150.00 for each inmate taking and completing the GED test), \$35.00 for each scored GED retest (i.e. \$35.00 for each inmate taking and completing a GED retest), and, in addition to the fee per inmate, a \$300.00 administrative fee for each GED test administered to a group of inmates (i.e. one administrative fee of \$300.00 for each group of inmates tested or re-tested). A "group" constitutes any number of inmates up to the class seating limit, testing or retesting, in one scheduled class meeting for testing. Consultant's violation or breach of agreement in

terms may result in fiscal penalties, withholding of compensation, or termination of the agreement.

- C. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- D. In accordance with the budget as prescribed in Section, County shall pay to Consultant a maximum of \$250,000.00 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$250,000.00.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for three years beginning July 1, 2019 and ending June 30, 2022. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation or termination of agreement.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by Shasta County Board of Supervisors, by the County Executive Officer, or by the Shasta County Sheriff or his/her designee.

- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Shasta County Sheriff, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this

agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

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

occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence..
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and*

volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

Section 16. LICENSES AND PERMITS.

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

licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Sheriff's Office
Jail Administration
1655 West Street
Redding, California 96001
Phone: (530)245-6120
Fax: (530)245-6156

If to Consultant: Superintendent AUSHD
1469 Ferry Street
Anderson California 96007
Phone: (530) 378-0568
Fax: (530) 378-0834

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. 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 23. CONFIDENTIALITY.

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

Section 24. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. 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 25. USE OF COUNTY PROPERTY.

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

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: _____


LEONARD MOTY, 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

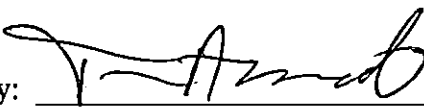
 5/22/19
By: Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  05/27/19
James Johnson, Risk Management Analyst III

CONSULTANT

Date: 5/29/2019

By: 
Tim Azevedo, Superintendent
For: Anderson Union High School District
Tax I.D.#: 68-0177140

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Law and Justice-15.

SUBJECT:

Sheriff – JAIL Agreement with County of Los Angeles for Reciprocal Intrastate Transportation of Prisoners

DEPARTMENT: Sheriff-Jail

Supervisory District No. : All

DEPARTMENT CONTACT: Dave Kent, Captain (530) 245-6100

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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

RECOMMENDATION

Approve and authorize the Chairman to sign a no compensation evergreen renewal agreement with the County of Los Angeles to provide reciprocal intrastate prisoner transportation services effective date of signing.

SUMMARY

N/A

DISCUSSION

The Shasta County Sheriff's Office is responsible for the transportation of persons arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of Shasta. Since June 28, 1983 Shasta County has contracted with the County of Los Angeles for prisoner transportation services. The Los Angeles County Sheriff's Department (LASD) operates a statewide prisoner transportation system with scheduled weekly trips throughout the state. Prior to the now current agreement which began on July 1, 2014, these contracted services were historically provided on a pay for service basis with charges for mileage, meals, and with a provision for payment of LASD deputy sheriff time if a prisoner pick-up takes a significant amount of time outside their normal duties.

With the July 1, 2014 agreement and now with this renewal agreement, the services are provided on a reciprocal basis with no payment to either party as long as reciprocal services continue, meaning that Shasta County may be responsible for transportation of LASD prisoners within Shasta County's jail transportation scheduled trips between the Oregon border and Sacramento and LASD may be responsible for transportation of Shasta County prisoners in or around the State of California. The agreement stipulates that should reciprocal services cease, the agreement will be amended in writing to reflect applicable billing rates and payment procedures as mutually agreed to by the parties. LASD will transport prisoners either to Shasta County, or to a place on their established statewide route.

The County of Los Angeles initiated this agreement and requests it be approved and signed by Shasta County prior to the LASD Sheriff fully executing the agreement.

ALTERNATIVES

The Board may choose not to approve this renewal agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

While there is no direct charge nor payment for the provision of these reciprocal transportation services, the Shasta County Sheriff Jail budget contains appropriations for the cost of prisoner transport services. As the nature of the service provided by Shasta County is to provide transportation within established routes, there is minimal to no additional cost to provide this service to Los Angeles. There could be a small cost savings to the Sheriff’s Jail budget for services provided by LASD but this is anticipated to be minimal. There is no additional General Fund Impact with approval of the Recommendation.

ATTACHMENTS:

Description	Upload Date	Description
SHERIFF - JAIL LA TRANSPORT AGRMT	6/12/2019	SHERIFF - JAIL LA TRANSPORT AGRMT

**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND COUNTY OF SHASTA**

This Reciprocal Intrastate Transportation of Prisoners Services Agreement ("Agreement") is made and entered into by and between the County of Los Angeles and the County of Shasta for the performance of reciprocal intrastate prisoner transportation services.

RECITALS

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of Shasta and the County of Los Angeles.
- (b) The County of Shasta is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Shasta. The County of Los Angeles is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Los Angeles. This process involves considerable cost to the parties.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California. The Shasta County Sheriff's Department operates a prisoner transportation system with trips between counties within the State of California.
- (d) The County of Shasta is desirous of contracting with the County of Los Angeles for the performance of prisoner transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of Shasta. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) The County of Los Angeles is desirous of contracting with the County of Shasta for the performance of prisoner transportation services by the Shasta County Sheriff's Department between counties within the State of California. The Shasta County Sheriff's Department is willing, able, and desires to perform this service.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

- 1.1 The County of Los Angeles, through the Los Angeles County Sheriff's Department, and the County of Shasta, through the Shasta County Sheriff's Department, agree to provide reciprocal prisoner transportation services to one another at no charge for said services.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.
- 2.2 The rendition of the services performed by the Shasta County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Shasta.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the other party shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of Shasta.
- 2.4 The County of Shasta shall not be called upon to assume any liability for the direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of Shasta. Except as herein otherwise specified, the County of Shasta shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of the performance of services under this Agreement.
- 2.5 The County of Los Angeles shall not be called upon to assume any liability for the direct payment of the Shasta County Sheriff's Department salaries, wages, or other compensation to any County of Shasta personnel performing services hereunder for said County of Los Angeles. Except as herein otherwise specified, the County of Los Angeles shall not be liable for compensation or indemnity to any County of Shasta employee or agent of the same for injury or sickness arising out of his/her performance of services under this Agreement.

- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES BY COUNTY OF LOS ANGELES

- 3.1 The County of Los Angeles, upon request by the County of Shasta, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Shasta to a place mutually agreeable to the parties, either to the County of Shasta or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.
- 3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.
- 3.3 The County of Shasta, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of Shasta or the mutually agreed upon location by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System ("CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public, and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of Shasta or location of mutual agreement.
- 3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of Shasta requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of Shasta or location of mutual agreement.

- 3.5 The County of Los Angeles shall be responsible for the physical custody of County of Shasta prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.
- 3.6 The County of Los Angeles hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Shasta prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well-being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.
- 3.7 In the event that a well prisoner transported on behalf of the County of Shasta becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Shasta by means of an invoice issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the requesting County of Shasta agency via CLETS of this fact, and the reason therefore.
- 3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.
- 3.9 The County of Los Angeles, upon accepting County of Shasta prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of Shasta requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 SCOPE OF SERVICES BY COUNTY OF SHASTA

- 4.1 The County of Shasta, upon request by the County of Los Angeles, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Los Angeles to a place mutually agreeable to the parties, either to the County of Los Angeles or to another agreed upon location.
- 4.2 Such prisoner transportation services provided by the Shasta County Sheriff's Department shall be provided according to the schedules established and maintained by Shasta County Sheriff's Department.
- 4.3 When the County of Los Angeles requires movement of prisoners between counties within the State of California, the County of Los Angeles shall notify the Shasta County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via CLETS requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public, and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Shasta to an agreed upon location.
- 4.4 The Shasta County Sheriff's Department Transportation Bureau shall then send a return message via CLETS to the agency of the County of Los Angeles requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the agreed upon location.
- 4.5 The County of Shasta shall be responsible for the physical custody of County of Los Angeles prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Shasta County Sheriff's Department transportation personnel from the arresting law enforcement agency.

- 4.6 The County of Shasta hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Los Angeles prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Shasta, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Shasta County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well-being of the prisoner. The medical release form shall be provided to the Shasta County Sheriff's Department transportation personnel before the Shasta County Sheriff's Department will accept physical custody of the prisoner.
- 4.7 In the event that a well prisoner transported on behalf of the County of Los Angeles becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Los Angeles by means of an invoice issued by and paid to the County of Shasta. The County of Shasta further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations that may be required. If the County of Shasta refuses to transport a prisoner, it shall immediately notify the County of Los Angeles requesting agency via CLETS of this fact, and the reason therefore.
- 4.8 The County of Shasta will only transport male prisoners sixteen (16) years or older.
- 4.9 The County of Shasta, upon accepting County of Los Angeles prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Shasta shall immediately notify, via CLETS, the County of Los Angeles requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

5.0 INDEMNIFICATION

- 5.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of Shasta, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

- 5.2 County of Shasta shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Shasta's acts and/or omissions arising from and/or relating to this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated by either party.

7.0 RIGHT OF TERMINATION

- 7.1 The County of Los Angeles or the County of Shasta may terminate this Agreement upon sixty (60) calendar days advance written notice to the other party.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

8.0 NON-FINANCIAL AGREEMENT

- 8.1 This Agreement is a non-financial arrangement between the parties. No charges shall be incurred, and no charges shall be billed, by one party to the other party for intrastate prisoner transportation services so long as the parties continue to provide reciprocal intrastate prisoner transportation services.
- 8.2 Notwithstanding Paragraph 8.1 above, one party may seek reimbursement from the other party for fees associated with the professional medical examination and/or treatment of a prisoner in accordance with Paragraphs 3.7 and 4.7 of this Agreement.

9.0 AMENDMENTS

- 9.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of County of Los Angeles and County of Shasta.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- 10.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

11.0 AUTHORIZATION WARRANTY

- 11.1 County of Shasta represents and warrants that the person executing this Agreement for County of Shasta is an authorized agent who has actual authority to bind the County of Shasta to each and every term, condition, and obligation of this Agreement and that all requirements of County of Shasta have been fulfilled to provide such actual authority.
- 11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

- 12.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

- 13.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.
- 13.2 Notices to County of Los Angeles shall be addressed as follows:
Los Angeles County Sheriff's Department
Attn: Statewide Sergeant
441 Bauchet Street
Los Angeles, California 90012
Phone (213) 974-4565
Fax (213) 974-4367

13.3 Notices to County of Shasta shall be addressed as follows:

County of Shasta, Main Jail
Attn: Jail Administration
1655 West Street, Redding CA 96001
(530) 245-6120
Fax: (530) 245-6156

14.0 VALIDITY

- 14.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

- 15.1 No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement, and any Amendments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized representatives of County of Los Angeles and County of Shasta.

* * * * *

**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND COUNTY OF SHASTA**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

Dated: _____

By _____
Alex Villanueva
Sheriff

COUNTY OF SHASTA

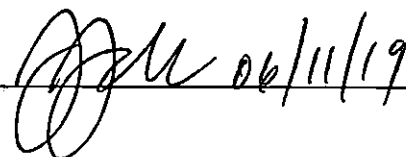
Dated: _____

By _____
Leonard Moty, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:
Lawrence G. LEES
Clerk of the Board of Supervisors

By _____
Deputy


RISK MANAGEMENT APPROVAL

By _____
 06/11/19

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
MARY C. WICKHAM
COUNTY COUNSEL

By _____ Signature on File _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF SHASTA
COUNTY COUNSEL

By  _____
Rubin E. Gruse, Jr. Adam Pressman
County Counsel

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Law and Justice-16.

SUBJECT:

Agreement with North State Security, Inc.

DEPARTMENT: Sheriff-Jail

Supervisory District No. : All

DEPARTMENT CONTACT: Dave Kent, Captain (530) 245-6100

STAFF REPORT APPROVED BY: Mike Lindsey, Chief Fiscal Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with North State Security, Inc., with a maximum compensation of \$198,000 to provide inmate security services off-site of the Shasta County Jail for the period July 1, 2019 through June 30, 2022.

SUMMARY

The jail is experiencing an increase of inmates that require more advance care than in previous years. This is coupled with the constant possibility of an emergency medical event, which requires staff to guard the inmate at the hospital or other medical facility. Contracting for professional guard services is appropriate for many of these instances.

DISCUSSION

To reduce impacts to jail staff and overtime expenses, the use of contracted security services can be beneficial at times while an inmate is outside the jail; a qualified professional must be present to guard the inmate and protect the public. Depending upon the severity of an inmate's condition, the hospital stay may range from several hours to several weeks.

In Fiscal Year (FY) 2015-16 the Shasta County Sheriff's Office was in the first of two one-year optional renewals with North State Security, Inc., when the contractor sent a letter dated October 20, 2015 notifying that due passage of AB10, AB1522, and the federal Affordable Care Act, contractor would have to charge higher rates beginning December 1, 2015. The Sheriff's Office notified North State that the then current contract did not provide for the notified increase and after December 8, 2015 North State Security was no longer providing contracted services. Due to these circumstances, the letter from North State Security was deemed a notice of non-renewal for the last of the two optional years of the contract.

On May 2, 2016 Shasta County Purchasing issued Request for Information 16-17 for providing inmate security services to the County of Shasta. North State Security, Inc. was the only qualified vendor to submit a letter of interest. The Board of Supervisors approved an agreement with North State Security, Inc., for inmate security services on October 11, 2016. That agreement will expire on June 30, 2019.

The Sheriff’s Office has been utilizing North State Security, Inc., since 2004 for these same security services. This recommended renewal agreement will continue this relationship for the period July 1, 2019 through June 30, 2022.

ALTERNATIVES

The Board may request changes to the terms and conditions.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The FY 2019-20 Sheriff’s Jail budget includes appropriations for these services, which is anticipated to cover routine security expenses for the fiscal year. While there is a possibility that unanticipated long term out-of-custody stays may require additional appropriation authority, the Sheriff has control over whether to utilize these services or utilize Sheriff Correctional Deputy staff. Historical expenses for the last three fiscal years for these services have been: \$28,513 in FY 2016-17; \$39,730 in FY 2017-18; and \$29,126 to date in FY 2018-19. Since this is a three-year agreement, the requested Sheriff’s Jail budget will include appropriations in those future years to cover the cost of the agreement. There is no additional General Fund impact with approval of this Recommendation.

ATTACHMENTS:

Description	Upload Date	Description
SHERIFF - JAIL NTH STATE SEC PSA	6/13/2019	SHERIFF - JAIL NTH STATE SEC PSA

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
NORTH STATE SECURITY, INC.**

This agreement is entered into between the County of Shasta, through its Sheriff's Office Corrections Division ("Sheriff"), a political subdivision of the State of California ("County") and North State Security, Inc. ("Consultant") for the purpose of inmate security services offsite of the Shasta County Jail (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide, at the request of County, qualified security personnel ("Security Personnel" or a "Security Person") to supplement the Sheriff's responsibility for direct supervision of inmates held in non-custodial facilities outside of the Shasta County Jail.
 - (1) The number of Security Personnel provided shall be determined on a case-by-case basis by County.
 - (2) Consultant's Security Personnel should be available 24 hours per day, seven days a week. In the event Consultant does not have staff available, Consultant shall provide a timeframe of soonest staff availability. Consultant will notify Sheriff's Office Corrections Division immediately in the event that a request for security cannot be fulfilled.
 - (3) Consultant shall provide upon request of County either unarmed or armed Security Personnel.
 - (4) Security Personnel shall report to sites/locations within Shasta County at the time and place specified by County if requested with at least four hours prior notice or within four hours of request if advance notice is not given.
 - (5) Consultant shall routinely schedule and assign Security Personnel in such a manner as to minimize overtime assignments; however, if Consultant is given a minimum of four hours' notice that a specific security assignment is scheduled to end within 2½ hours or less after Security Personnel would ordinarily be relieved on a no-overtime schedule, Consultant shall permit the assigned Security Personnel to finish the assignment on overtime.
- B. Consultant shall ensure, and provide written verification thereof to County, that all staff 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.
- C. Only assign Security Personnel who have additionally passed a Shasta County Jail security audit prior to assignment. Security Personnel who are assigned and

required to be armed, must possess the authority pursuant to the California Penal Code to conduct armed security services for Consultant in the State of California and be allowed to legally possess a firearm in California.

- D. Require that Security Personnel shall be in uniform, and possess valid security identification, a security badge, and a handcuff key and handcuffs. Security Personnel shall appear professional in appearance. Consultant shall provide all uniforms and identification.
- E. Require that Security Personnel shall call the Jail Watch Commander a minimum of every four hours while monitoring an inmate or inmates to update the Jail Watch Commander on the status of the inmate(s) and communicate any questions or concerns that arise.
- F. Require that Security Personnel shall abide by and follow all "Instructions for Security Officer" provided by County.
- G. Require that Security Personnel be relieved of security duty by other authorized Security Personnel or by Sheriff's Office Personnel prior to ending their security shift unless given other specific direction(s) by the Jail Watch Commander.
- H. Require, if requested by County, Security Personnel to document in a written report incidents that may occur during a security shift and provide the report to County within 72 hours of request.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. County shall compensate Consultant as set forth in section 3 and 4 of this agreement and shall monitor Consultant's performance.
- B. County shall notify Consultant of the need, number, and type (unarmed or armed) of Security Personnel required, and shall allow for a four hour response time. All notifications provided by County to Consultant shall be provided by the Shasta County Jail Administration or assigned designee(s).
- C. County will, through the Shasta County Jail Administration or assigned designee(s), and on a case-by-case basis, provide to Consultant restrictions and requirements in writing ("Instructions for Security Officer") prior to specific Security Personnel assignments. The "Instructions for Security Officer" will specify limitations, restrictions, security concerns and other information deemed important to the security function.

Section 3. COMPENSATION.

- A. Consultant shall be paid for the services described in this agreement at the rates specified in this section.

- (1) For unarmed Security Personnel at the rate of \$28.79, for a minimum shift of four hours, for each unarmed Security Person provided pursuant to this agreement. If services beyond four hours are provided in additional increments of less than one hour, Consultant shall be paid in quarter-hour increments.
 - (2) For armed Security Personnel at the rate of \$36.07, for a minimum shift of four hours, for each armed Security Person provided pursuant to this agreement. If services beyond four hours are provided in additional increments of less than one hour, Consultant shall be paid in quarter-hour increments.
 - (3) For overtime hours worked and hours worked on the holidays; New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, at the rate of \$43.18 per hour for unarmed Security Personnel or \$54.11 per hour for armed Security Personnel.
- B. In accordance with the budget as prescribed in section 4, County shall pay to Contractor a maximum of \$198,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$198,000.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to Shasta County Jail Administration within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. The statement or invoice shall include the names of the Security Personnel assigned, whether the assignment was unarmed or armed, the location of assignment, and the dates/hours worked by each Security Person. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for three years beginning July 1, 2019 and ending June 30, 2022. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of

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

Section 6. TERMINATION OF AGREEMENT.

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

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

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

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence and not less than \$5 million aggregate; 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 *Shasta 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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

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

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

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

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

provision shall survive the termination, expiration, or cancellation of this agreement.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Sheriff's Office
300 Park Marina Circle
Redding, CA 96001
Phone: 530-245-6165
Fax: 530-245-6173

If to Consultant: Kelly Boek
North State Security, Inc.
1242 Oregon Street
Redding, CA 96001
Phone: 530-243-0295
Fax: 530-243-3870

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes

relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY 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: _____

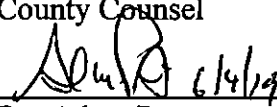
Leonard Moty, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 6/4/19
By: Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/03/19
James Johnson, Risk Management Analyst III

CONSULTANT

Date: _____

 6/6/19
Kelly Book, CEO
Tax I.D.#: 68-0290682

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Law and Justice-17.

SUBJECT:

Approve Agreement with Legal Research Associates for the provision of outside legal research for jail inmates.

DEPARTMENT: Sheriff-Jail

Supervisory District No. : All

DEPARTMENT CONTACT: Dave Kent, Captain (530) 245-6120

STAFF REPORT APPROVED BY: Mike Lindsey, Chief Fiscal Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Law Search Associates, LLC DBA Legal Research Associates with a maximum compensation of \$500,000 to continue to provide outside legal research materials and services to inmates of the Shasta County Jail for the period October 21, 2019 through June 30, 2023, with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

Since June 1, 2007, Law Search Associates, LLC DBA Legal Research Associates (LRA) has been providing attorney-supervised, tailored legal research responses to inmates of the County Jail. This renewal agreement includes LRA providing legal research materials to the inmates of the Shasta County Jail upon request of the inmates.

ALTERNATIVES

The Board may request changes to the terms and conditions of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Access to legal resources is mandated and is currently funded by the Inmate Welfare Fund. There will be no General Fund or

Sheriff's Office budget impact. Funds for this agreement are paid from the Inmate Welfare Fund. There is no General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
SHERIFF - JAIL LAW SEARCH LRA PSA	6/13/2019	SHERIFF - JAIL LAW SEARCH LRA PSA

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
LAW SEARCH ASSOCIATES, LLC doing business as
LEGAL RESEARCH ASSOCIATES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Sheriff's Office, ("County") and Law Search Associates, LLC doing business as Legal Research Associates, a California Limited Liability Company, ("Consultant") for the purpose of providing legal research materials to the inmates of the Shasta County Jail (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall provide the services as follows:

- A. All research services will be performed by Consultant's staff at a Consultant facility. Consultant will provide the County with a camera-ready master that it can copy to produce Legal Assistance Request forms to be used by County inmates. This form will be filled out by the inmate. The reverse side will contain instructions to help inmates complete the form.
- B. Upon receipt of form in Consultant's office, the requests will be date-stamped. Consultant will then process the requests and return to each inmate, the information that best satisfies his/her request. Responses will be shipped to County facility by overnight courier and distributed to the requesting inmates by County staff. Each request form will be date-stamped to show when Consultant's response is returned to County.

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement.

- A. County deputies and/or technicians in the housing units, will advise inmates requesting law library access of the availability of Consultant's services and provide a request form to those who want it.
- B. The completed requests will be date-stamped and then sent via FAX to Consultant's office by a member of the County staff.

Section 3. COMPENSATION.

Consultant shall be paid for the services described in this agreement from the Inmate Welfare Fund.

- A. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments

require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

- B. Consultant will ship the responses at their cost to County facility by overnight courier. Consultant will be responsible for packaging their responses and delivering them to the courier for timely shipment. Consultant guarantees shipment of their responses to each request within three working days of receipt. If any response requires more time than this, Consultant will send a memo to the inmate giving the reason for the delay. Each response will be packaged in an open-ended envelope and marked only with information necessary to deliver it to the requesting inmate. Consultant will give priority to requests submitted by pro per inmates, and to requests that have immediately impending court dates.
- C. County agrees that it will not duplicate any of the material sent to County by Consultant.
- D. Consultant will charge according to the following schedule on a per request basis:

Responses of 1-5 pages	\$12.00
Responses of 5-25 pages	\$17.00
Responses of 25-50 pages	\$22.00
Responses of 51-100 pages	\$27.00
Responses of 101-150 pages	\$39.00
Responses of 151-200 pages	\$44.00
Responses of 201-250 pages	\$49.00
Responses of 251-300 pages	\$60.00

- E. In no event shall the maximum amount payable under this agreement exceed \$500,000.00.

Section 4. BILLING AND PAYMENT.

- A. Consultant will bill monthly for the Responses sent the previous calendar month, itemizing the Responses being charged. Consultant will also prepare a monthly report providing information of inmates using their service, categories of information being requested, and total output. There is no minimum charge whatsoever. County shall make payment within 30 days of receipt of Consultant's correct and approved statement.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall commence October 21, 2019 and end June 30, 2023. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days' written notice to Consultant. County shall pay Consultant for all work satisfactorily completed as of the date of notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Sheriff or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination. If this agreement is terminated under paragraph A above, Consultant shall only be paid for services completed and provided prior to notice of termination. In the event of termination under paragraph B or C above, Consultant shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of Consultant covered by this agreement, less payments of compensation previously made. In no

event, however, shall County pay Consultant an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Shasta County Sheriff, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for

payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

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

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

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

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

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

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice

shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Sheriff's Office
1655 West St.
Redding, CA. 96001
530-245-6165
530-245-6156 fax

If to Consultant: Law Search Associates, LLC
DBA Legal Research Associates
1331 B Street, Suite 1
Hayward, California 94541
Telephone: (510) 581-8272
Fax: (510) 581-3748
Email: Iranet@Iranet.com

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. CONFIDENTIALITY.

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

Section 25. USE OF COUNTY PROPERTY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by

SIGNATURE PAGE FOLLOWS

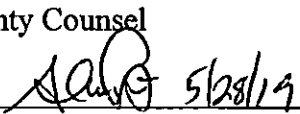
IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

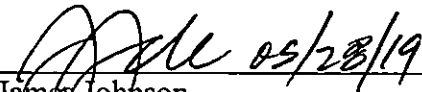
Date: _____

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

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

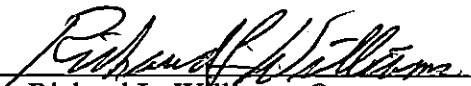
 5/28/19
By: Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  05/28/19
James Johnson
Risk Management Analyst III

CONSULTANT

Date: 06/07/2019

By: 
Richard L. Williams, Owner
LAW SEARCH ASSOC. LLC
DBA LEGAL RESEARCH ASSOC.
1331 B Street, Suite 1
Hayward, California 94541
Tax I.D.#: 20-3219882

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Public Works-18.

SUBJECT:

Macy's Lease Amendment

DEPARTMENT: Public Works

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment to the lease agreement with Macy's Flying Service Inc., to extend the term allowed to construct improvements at the Fall River Mills Airport from May 1, 2019 through November 30, 2019.

SUMMARY

Macy's Flying Service, Inc., leases land at the Fall River Mills Airport. They are required to construct certain improvements. A time extension is recommended.

DISCUSSION

Shasta County operates the Fall River Mills Airport (Airport). On April 24, 2018, the Board entered into a Fixed Base Operator (FBO) lease agreement (Agreement) with Macy's Flying Service, Inc. Macy's may occupy a lot at the Airport (Lot) and operate a crop dusting service through August 1, 2041, with rent of \$2,200/year. The Agreement delegates authority to staff to make minor amendments.

Macy's was required to build certain improvements on the Lot by May 1, 2019. Macy's requested an extension due to weather delays and staff granted an extension to November 1, 2019. A third party has since opined that this delay is a material breach of the Agreement. Staff recommends that the Board grant the extension.

ALTERNATIVES

The Board may decline to amend the lease. Macy's would be in breach of the Agreement.

OTHER AGENCY INVOLVEMENT

County Counsel advised that extending construction time is not a minor amendment and has approved the amendment as to

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

FINANCING

Fall River Mills Airport is an enterprise fund financed by airport rents and tie-down fees. There is no general fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Macy's Flying Service First Amendment	6/13/2019	Macy's Flying Service First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND MACY'S FLYING SERVICE, INC., FOR
FIXED BASE OPERATOR'S LEASE AND SERVICE**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Macy's Flying Service, Inc. ("FBO").

RECITALS

WHEREAS, County and FBO have previously entered into an agreement on April 24, 2018, to provide for a fixed base operator's lease and services ("Original Agreement"); and

WHEREAS, County and FBO desire to amend the Agreement to increase the time allotted for construction of a taxilane, concrete wash, tie-down and other improvements described in the Agreement; and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Section **8.1 Construction Allowed by Agreement** of Section 8. **CONSTRUCTION OF IMPROVEMENTS; ALTERATIONS** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

8.1 Construction Allowed by Agreement. Lessee shall construct the following improvements in accordance with Lessee provided plans and specifications that are approved, in writing, prior to construction, by the Shasta County Airport Manager: taxilane to taxiway minimum of 25 ft. wide and 90 ft. long six-inch subgrade with three-inch asphalt Caltrans Class A, 1/2 or 3/4-inch max, with 18-inch storm pipe; other asphalt paved areas on premises constructed similarly; minimum 40' x 40' reinforced 6-inch concrete wash and loading pad for tie-down of ag plane and containing all leakage, runoff or spill from operations and transfers of file 1 or ag materials; water line (approval required from Fall River Community Services District); minimum sixteen-foot chain link access gate; and gravel access road extension, fourteen feet wide, with minimum 10 inches of subgrade. Plans and specifications for the aforementioned construction shall be prepared by a licensed engineer and shall be submitted to the County on or before August 30, 2019. Failure to submit the aforementioned plans and specifications on or before August 30, 2019, shall be deemed a material breach of this agreement and may be deemed a breach and default under section 13 of this agreement. The aforementioned construction shall be fully completed on or before November 30, 2019. Failure to complete the aforementioned construction on or before November 30, 2019, shall be deemed a material breach of this agreement and may be deemed a breach and default under section 13 of this agreement.

II. **REAFFIRMATION**

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

III. **ENTIRE AGREEMENT**

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

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

LEONARD MOTY, 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: David M. Yorton, Jr. 6/12/19
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 06/12/19
James Johnson
Risk Management Analyst III

LESSEE
MACY'S FLYING SERVICE, INC.

By: Paula Fanning
Print Name: Paula Fanning
Title: Vice President
Date: 06/07/2019
Tax I.D. #: 68-0057405

By: Nick S. Macy
Print Name: Nick S. Macy
Title: President
Date: 06/07/2019

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Public Works-19.

SUBJECT:

Stantec Consulting Services Third Amendment

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Stantec Consulting Services, Inc., to provide environmental services for the Riverland Drive Widening Project, to increase compensation by \$58,500, for a new total not to exceed \$170,000 and retains the term of February 7, 2018 through December 31, 2020.

SUMMARY

Additional environmental services are required for the Riverland Drive Widening Project.

DISCUSSION

The County is preparing to widen shoulders along Riverland Drive. On June 7, 2016, the Board entered into an agreement with North State Resources for the project-related environmental studies. On February 7, 2018, the Board assigned the agreement from North State Resources to Stantec Consulting Services, Inc. On April 16, 2019, the Board approved an amendment to increase compensation for changes to project limits and increased studies and permit requirements. This amendment will increase compensation as required for an expanded archeological investigation at a potentially significant site discovered within the project limits. If archeological artifacts are found during this expanded investigation, additional investigations may be required. The third amendment proposes to increase maximum compensation by \$58,500 to \$170,000.

ALTERNATIVES

The Board may decline to amend the agreement. Environmental studies are required for funding and permits. Another consultant could be recruited to complete the work. Duration and cost would likely increase.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Total estimated cost of the project is \$1,437,000. The Federal Highway Safety Improvement Program (HSIP) will fund 90% of the project. Adequate funds have been included in the Adopted FY 2019/20 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Stantec Third Amendment	6/17/2019	Stantec Third Amendment

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND STANTEC CONSULTING SERVICES, INC.
TO PROVIDE ENVIRONMENTAL SERVICES FOR THE
RIVERLAND DRIVE WIDENING PROJECT**

This Third Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Stantec Consulting Services, Inc., a California corporation ("Consultant").

RECITALS

WHEREAS, County and North State Resources have previously entered into an agreement on June 7, 2016, to provide environmental consulting services on the Riverland Drive Widening Project (Original Agreement); and

WHEREAS, the Original Agreement was assigned to the Consultant on February 7, 2018; and

WHEREAS, the Original Agreement was amended March 20, 2018, to set forth new rates shown in Attachment 1-A ("First Amendment"); and

WHEREAS, the Agreement was amended on April 16, 2019, to increase the amount of compensation payable to Consultant for a new total not to exceed \$111,500, and set forth new rates shown in Attachment 1-B ("Second Amendment"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount of compensation payable to Consultant by \$58,500 for a new total not to exceed \$170,000 ("Third Amendment"); and

WHEREAS, County and Consultant desire to include additional resources within Consultant's list previously set forth in Attachment 1-B, to be incorporated herein as Attachment 1-C; and

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

NOW, THEREFORE, the Agreement is amended as follows:

IV. Paragraph P. of **ARTICLE X ALLOWABLE COSTS AND PAYMENTS** of the Agreement is amended as of the effective date of this Third Amendment in its entirety to read as follows:

P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$170,000, unless modified by contract amendment. It is

understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

V. Paragraph C. of **ARTICLE XI TERMINATION** of the Agreement is amended as of the effective date of this Third Amendment in its entirety to read as follows:

C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$170,000.

VI. Attachment 1-B Cost Proposal is amended by the Attachment 1-C Cost Proposal, which is attached to this Third Amendment and incorporated herein.

VII. **REAFFIRMATION**

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

VIII. **ENTIRE AGREEMENT**

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

IX. **EFFECTIVE DATE**

Unless otherwise provided, this Third Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

LEONARD MOTY, 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: David M. Yorton, Jr. 6/14/19
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 06/14/19
James Johnson
Risk Management Analyst III

CONSULTANT

Stantec Consulting Services, Inc.

By: Timothy A. Reilly

Print Name: Timothy A. Reilly

Title: Senior Principal

Date: 6-13-2019

Tax I.D. #: 11-2167170

By: Wirt H. Lanning

Print Name: Wirt H. Lanning

Title: Principal

Date: 06-13-2019

STANTEC CONSULTING SERVICES, INC. 3
Environmental Services
Third Amendment

Riverland Drive Widening
No. 702003

Exhibit 10-H Cost Proposal
Shasta County Department of Public Works
Riverland Drive Widening Project - Amendments 2 & 3

Contract No. RFP#702003

Date rev 6/03/2019

Consultant Stantec Consulting Service, Inc.**DIRECT LABOR**

Classification	Name	Hours	Rate	Total
Senior Principal	T. Reilly		\$ 81.31	\$ -
Principal - Level 15	W. Lanning	13	\$ 69.00	\$ 897.00
Principal - Level 15 (Fisheries)	K. Marine	4	\$ 71.48	\$ 285.92
Level 13 (Cultural Resources)	J. Cassidy	198	\$ 52.53	\$ 10,400.94
Level 13 (Cultural Resources)	J. Nadolski		\$ 55.00	\$ -
Level 12 (Cultural Resources)	A. Hallock		\$ 43.48	\$ -
Senior Assoc. Level 14 (Biologist)	M. Wuestehube		\$ 62.15	\$ -
Level 9 (Biologist)	S. Tona	48	\$ 30.91	\$ 1,483.68
Level 8 (Biologist)	D. Pluth/M. Mercer	8	\$ 28.39	\$ 227.12
Level 11 (Env. Scientist)	C. MacGregor (Carpenter)	88	\$ 37.27	\$ 3,279.76
Level 9 (GIS)	T. Mooney	30	\$ 32.09	\$ 962.70
Level 9 (Admin)	S. Langford (Cantu)	32	\$ 32.29	\$ 1,033.28
Level 11 (Admin. Manager)	B. Weichman	8	\$ 38.73	\$ 309.84
Level 12 (Tech. Editor)	K. MacDonald		\$ 42.71	\$ -
Level 8 (Tech. Editor)	C. Broderick		\$ 28.85	\$ -
Level 8 (Admin)	R. Barnard		\$ 27.60	\$ -
Level 10 (Biologist)	K. Bainbridge		\$ 34.00	\$ -
Level 7 (Biologist)	L. Morris		\$ 26.58	\$ -
Level 7 (Biologist)	A. Loveless		\$ 24.08	\$ -
Level 9 (Biologist)	T. Hanson		\$ 26.07	\$ -
Level 7 (Biologist)	G. Youngblood		\$ 25.69	\$ -
Level 11 (GIS)	C. Shoemaker		\$ 40.58	\$ -
Level 10 (Env. Analyst)	J. McLaughlin		\$ 35.77	\$ -
				\$ -
Total Hours		429		

Subtotal Direct Labor Costs \$ 18,880.24

\$ -

Total - Direct Labor Costs \$ 18,880.24**INDIRECT COSTS**

	Rate	Total
Overhead	28.95%	\$ 5,465.83
Fringe Benefit	55.09%	\$ 10,401.12
General and Administrative	76.36%	\$ 14,416.95
	160.40%	
Total Indirect Costs		\$30,283.90

FEE (0.0% Profit)

Total Fee

\$ -

OTHER COSTS	Unit	Cost	Total
Travel	268	\$ 0.57	\$ 151.42
Pier Diem/Hotel	0	\$ 129.00	\$ -
Graphics (Poster Boards)	0	\$ 45.00	\$ -
Conference Call and Mailing Costs	22	\$ 10.00	\$ 220.00
GIS Work Station	0	\$ 12.85	\$ -
Submeter GPS Usage (per day)	0	\$ 60.00	\$ -
Other Direct Cost, Info Center	0	\$ 250.00	\$ -
8-1/2X11 reproduction (B&W)	2300	\$ 0.06	\$ 138.00
11X17 reproduction (B&W)	0	\$ 0.11	\$ -
8-1/2X11 reproduction (Color)	135	\$ 0.75	\$ 101.25
11X17 reproduction (Color)	125	\$ 1.50	\$ 187.50
Other Costs total			\$ 798.17

Subcontractor Costs

Pacific Legacy, Inc.

\$45,029.09

\$ 45,029.09

Total Subcontractors

\$ 45,029.09

TOTAL COST**\$ 94,991.40**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Public Works-20.

SUBJECT:

CSA 17-Cottonwood Wastewater Treatment Plant Improvements – Permission to Advertise

DEPARTMENT: Public Works

County Service Area No. 17-Cottonwood

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) 17-Cottonwood Sewer, take the following actions: (1) For the “Wastewater Treatment Plant Improvement Project,” Contract No. 610498, approve plans and specifications and direct the Public Works Director to advertise for bids; and (2) authorize opening of bids on or after August 6, 2019, at 3 p.m.

SUMMARY

Wastewater Treatment Plant Improvements are proposed in Cottonwood.

DISCUSSION

The Cottonwood Wastewater Treatment Plant (WWTP) was constructed in 1986. Upgrades are proposed to comply with water quality standards. The Board has adopted a California Environmental Quality Act (CEQA) Mitigated Negative Declaration. It is recommended that the Board initiate the bidding process. PACE Engineering, Inc. has designed the proposed improvements and will provide construction administration services. ENPLAN has provided environmental services and will continue to do so during the construction phase.

ALTERNATIVES

The Board may decline to advertise for bids at this time. The CSA is subject to Waste Discharge Requirements from the Regional Water Quality Control Board (State).

OTHER AGENCY INVOLVEMENT

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

FINANCING

The State will provide a grant (\$4,422,750) and loan (\$1,474,250) totaling \$5,897,000. The estimated total cost for the base bid is \$5,937,000 including engineering and contingencies. Modest CSA cash reserves are available and additional State funding may be available if necessary. The CSA fund will experience periods of negative cash while awaiting reimbursement and negative interest will accrue in the interim. Additive alternates are included in case favorable bids are received. The loan will be repaid through the existing CSA rate structure. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Consent - Resource Management-21.

SUBJECT:

Regional application to the California Department of Resources Recycling and Recovery for the Used Oil Payment Program, Tenth Cycle, Fiscal Year 2019-2020.

DEPARTMENT: Resource Management
Environmental Health Division

Supervisory District No. : All

DEPARTMENT CONTACT: Paul Hellman, Director of Resource Management, 530-225-5789

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

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

RECOMMENDATION

Adopt a resolution which: (1) Authorizes the Department of Resource Management to apply for Used Oil Payment Program funds of approximately \$28,371 on behalf of the County of Shasta and the cities of Anderson and Shasta Lake for used oil and used oil filter collection and recycling activities, educational activities, and mitigation of used oil in storm water runoff; (2) authorizes the County of Shasta to act as the lead agency on its own behalf and its participating jurisdictions, the cities of Anderson and Shasta Lake; (3) appoints the Director of Resource Management as Signature Authority for Shasta County; and (4) authorizes expenditures during Fiscal Years 2019-20 and 2020-21.

SUMMARY

The California Oil Recycling Enhancement Act provides up to \$11 million annually in payments to local governments for the implementation of local used oil and oil filter collection and recycling programs. The California Department of Resources Recycling and Recovery (CalRecycle) is responsible for distributing these funds through the Used Oil Payment Program. Each county may receive a minimum of \$10,000 while cities are eligible for \$5,000, or an amount based on per capita population and calculated by CalRecycle. Shasta County is eligible for approximately \$18,371. CalRecycle encourages cities and counties to jointly apply for the funds. The Department of Resource Management is recommending that Shasta County, in regional agreement with the cities of Anderson and Shasta Lake, apply for approximately \$28,371 in grant funds for the comprehensive Used Motor Oil & Filter Recycling Program – a program that the County and the cities of Anderson and Shasta Lake have partnered on since 1993.

DISCUSSION

CalRecycle is required to annually distribute these non-competitive funds to applying jurisdictions. CalRecycle will make a one-time advanced payment in Fall of 2019 or Spring of 2020 to cities and counties that submit the online application, including a required Funding Request Form. The grant application, once CalRecycle accepts this funding request, is considered the grant agreement. CalRecycle may periodically conduct a desk audit and an Annual Report is required 24 months after the payment has been made.

Once documentation is received and the list of proposed expenditures approved, a check will be issued for the approximately \$28,371 to the County. Both the County's and the cities' payments will be combined into one payment to the County. Funds will be used to continue implementing oil collection and education programs to address the problem of illegal disposal. Staff will continue to provide support to existing used motor oil and filter collection sites at the Buckeye, Lakehead, Shingletown, and Burney Transfer Stations, Holiday Harbor on Shasta Lake, and six auto parts/oil change businesses that participate in the program. The program also covers the costs of recycling used oil and filters, advertising, community outreach, purchase and distribution of oil recycling materials, and department staff time.

ALTERNATIVES

The Board may choose to: (1) Decline funds and discontinue the Used Oil Payment Program, or (2) ask for more information.

OTHER AGENCY INVOLVEMENT

The cities of Anderson and Shasta Lake concur with the recommendations and have submitted Letters of Authorization authorizing the County of Shasta to apply and administer the program on their behalf. The County Counsel's Office has approved the draft resolution as to form and the County Administrative Office has reviewed the recommendation.

FINANCING

The Used Motor Oil & Filter Recycling Program will be funded through CalRecycle's Oil Payment Program funds. The FY 2019/2020 funds of approximately \$28,371 will be issued either in the Fall of 2019 or Spring of 2020. The period to expend the funds is limited to 24 months from the date of payment. Unspent funds at the end of the term must be returned to CalRecycle within 45 days. Revenues and expenditures have been included in the FY 2019/2020 budget process.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	6/12/2019	Resolution

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING SUBMITTAL OF A REGIONAL PAYMENT PROGRAM
APPLICATION AS THE REGIONAL LEAD PARTICIPANT, RELATED
AUTHORIZATIONS AND IDENTIFICATION OF PARTICIPATING JURISDICTIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the California Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, the payment program allows regional participation; and

WHEREAS, the California Oil Recycling Enhancement Act provides up to \$11 million annually in payments to local governments for the implementation of local used oil and oil filter collection and recycling programs; and

WHEREAS, CalRecycle encourages cities and counties to jointly apply for the funds; and

WHEREAS, Shasta County is eligible for approximately \$18,371 and as part of a regional agreement with the cities of Anderson and Shasta Lake, is eligible to apply for approximately \$28,371 in grant funds for the comprehensive Used Motor Oil & Filter Recycling Program; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of the payment programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta authorizes Shasta County's Department of Resource Management to submit a regional application on behalf of itself as Regional Lead Participant and designated participating jurisdictions, the cities of Anderson and Shasta Lake; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Director of Resource Management, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta declares that these authorizations are effective until June 30, 2021.

Resolution No. 2019-_____

Page 2 of 2

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LEONARD MOTY, 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: June 25, 2019

CATEGORY: Consent - Other Departments-22.

SUBJECT:

Approve and authorize the Chairman to sign an agreement with the California Department of Forestry and Fire Protection in the amount of \$4,802,762 for the term of July 1, 2019 through June 30, 2020.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

DEPARTMENT CONTACT: Mike Weber, Administrative Officer, 530-225-2402

STAFF REPORT APPROVED BY: Bret Gouvea, Chief

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$4,802,762 to provide administration of the Shasta County Fire Department for the period July 1, 2019 through June 30, 2020.

SUMMARY

The prior Cooperative Fire Programs Fire Protection Reimbursement Agreement (Agreement) between the County of Shasta and CAL FIRE will expire June 30, 2019. This renewal Agreement provides for CAL FIRE to continue to administer and operate the Shasta County Fire Department (SCFD) and to furnish fire protection as provided by the rate schedules attached to the Agreement, Exhibit D, Schedule A.

DISCUSSION

Shasta County and CAL FIRE have a long-standing contractual relationship that provides for CAL FIRE to administer and operate the SCFD. This includes all functions of fire department administration including fire protection, life safety, emergency medical response, dispatching, training, equipment maintenance, and administrative services on behalf of Shasta County. The prior Agreement will expire June 30, 2019, necessitating a new Agreement. This new Agreement is for a twelve-month term, and will terminate June 30, 2020. However, it may be extended as provided in the Agreement, Exhibit C, Section 4.

CAL FIRE published preliminary rate schedules in February 2019 for the fiscal year 2019/2020, however

the rates will not be finalized until later in the year. This Agreement is based upon those preliminary rates. Included in the Agreement are provisions requiring the rate schedules be modified annually to reflect services provided. This allows CAL FIRE to react to changes in service levels requested by Shasta County and changes in costs related to personnel services. However, the County reimburses CAL FIRE based only on actual costs.

Quarterly, during the fiscal year, CAL FIRE invoices Shasta County for the actual costs incurred for providing these services. Typically, because of the estimating technique used to forecast the cost of services, the actual cost is less than estimated due to fluctuations in salaries from changes in staffing. The calculated cost of providing services using the published rates is \$4,802,762 as detailed on the attached rate schedules.

The total cost of services for fiscal year 2019/2020 has increased \$218,633 compared to the fiscal year 2018/2019 contract budgeted at \$4,584,129. The cost increase is primarily due to negotiated salary increases for all personnel including firefighting personnel, mechanics, communications operators, and administrative support staff.

The Agreement rates also reflect several small benefit rate changes including, a .61% increase for overall health care premiums, a 1.8% decrease in Unemployment Insurance, a 0.41% decrease for Workers Compensation, and a negotiated increase of 1.1%-1.4% based on Bargaining Unit for prefunding of post-employment benefits. There is an increase of 1.82%-2.33% for retirement benefits, based on Bargaining Unit. The Administrative Rate decreased by 0.78% to 11.69%.

ALTERNATIVES

The Board could decline to approve the Agreement in which case the Board would need to specify the services desired or serve notice of the desire to terminate the existing Agreement. The Board could request additional information from staff or changes to the terms and conditions of the Agreement.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. County Counsel has reviewed the Agreement and approved it as to form. Risk Management has reviewed the self-insurance certification portion of the Agreement (Schedule E).

FINANCING

The projected cost of the Agreement for fiscal year 2019/2020 is \$4,802,762. The costs for this Agreement will be covered by the Shasta County Fire Department and General Fund. The funds for this Agreement have been included in the FY 2019/20 Recommended Budget.

ATTACHMENTS:

Description	Upload Date	Description
Fire Protection Reimbursement Agreement	6/14/2019	Fire Protection Reimbursement Agreement

FIRE PROTECTION REIMBURSEMENT AGREEMENT

LG-1 REV. 01/2017

AGREEMENT NUMBER

2CA04434

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Shasta County

2. The term of this Agreement is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$ 4,802,762.00
Four Million Eight Hundred and Two Thousand Seven Hundred Sixty Two Dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	15	pages
Exhibit E – Description of Other Services	N/A	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

Shasta County

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Leonard Moty, Chairman Shasta County Board of Supervisors

ADDRESS

1450 Court Street, Suite 308A Redding CA 96002-1673

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

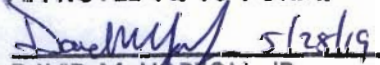
PRINTED NAME AND TITLE OF PERSON SIGNING

Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460


California Department of General
Services Use Only

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:


James Johnson
Risk Management Analyst

Contractor Name: Shasta County

Contract No.: **2CA04434**

Page No.: 2

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Bret Gouvea	Local Agency:	Shasta County
Name:	Shasta Trinity Unit	Name:	Administrative Office
Phone:	530-225-2400	Phone:	530-225-2567
Fax:	530-225-2514	Fax:	530-229-8239

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Bret Gouvea	Local Agency:	Shasta County
Section/Unit:	Shasta Trinity Unit	Section/Unit:	Administrative Office
Attention:	Mike Weber	Attention:	Larry Lees, CEO
Address:	875 Cypress Ave, Redding CA 96001	Address:	1450 Court St, Suite 308A, Redding CA 96002
Phone:	530-225-2402	Phone:	530-225-5561
Fax:	530-225-2514	Fax:	530-229-8239

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- ☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- ☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☒ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT:** This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT:** This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT:**
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

Contractor Name: Shasta County

Contract No.: 2CA04434

Page No.: 10

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g. cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services - Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons; whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
 - C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Contractor Name: Shasta County

Contract No.: **2CA04434**

Page No.: 14

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Contractor Name: Shasta County

Contract No.: **2CA04434**

Page No.: 16

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Fiscal Year: 19/20
 Index: 2400
 PCA: 27400 / 27410
 PRC: 4142 Schedule A / 4144 AMADOR
 Contract Name: SHASTA COUNTY
 Contract No.: 2CA04434
 Page No.: 17

Comments: Legend of Schedule A and AMADOR Personnel Services (PS) & Operating Expenses (OE).

This is Schedule A (PRC 4142) & Amador (PRC 4144) of the Cooperative Agreement, dated July 1, 2018 between Shasta County and The California Department of Forestry and Fire Protection (CAL FIRE)

PRC 4142	Pg. 19	BLOCK 1	27400	Provides costs of 3 Communications Operators with night differential
Personnel				
Services		BLOCK 2	27400	Provides costs of Schedule A FC's Assigned to Contract 2 FC's on Sched A engines, 1 FC assigned to Training, 1 FC assigned in ECC and 1 FC Specialist Assigned to Prevention
		BLOCK 3	27400	Provides costs of Schedule A FAE's assigned to contract 4 FAE's on Sched A engines
		Block 4	27400	Provides costs of Schedule A Firefighter 1's assigned to contract 4 FF1's on Sched A engines
		BLOCK 5	27400	Provides costs of 2 Heavy Equipment Mechanics with Fire Mission Pay for 6 mo.
		BLOCK 6	27400	Provides cost of 1 SSA
		BLOCK 7	27400	Provides cost of 2 Office Technician
		BLOCK 8	27400	Provides costs of Firefighter I's assigned to the Shasta County AMADOR (7 Months) 7 FF1's on Amador Funded engines

PRC 4142
 Operational
 Costs
 Pg. 21
 27400 Operational Costs related to 27400

Contract Name: SHASTA COUNTY
 Contract No.: 2CA04434
 Page No.: 18

PRC 4144 Personnel Services	Pg. 22	BLOCK 1	27410	Provides cost of 1 Battalion Chief (7 months)
		BLOCK 2	27410	Provides cost of 3 FC's assigned to training (7 months)
		BLOCK 3	27410	Provides overtime costs of 11 Fire Captains A assigned to Amador Engine Staffing (7 months)
		BLOCK 4	27410	Provides overtime costs of 3 Fire Apparatus Engineers assigned to Amador Engines
PRC 4144 Operational Costs	Pg. 23		27410	Operational Costs related to 27410
Total of both PRC 4142 & PRC 4144	Pg. 24			Total for all PCA's combined

SUPERVISORS REGULAR MEETING - June 25, 2019															Fiscal Year: 2019		Unit: SHU		Contract Name: Shasta County	
															Index: 2400		PCA: 27400		Contract No.: 20A0434	
															PRC: 4442				Page No.: 19	
															Comments: This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between "Shasta County" and The California Department of Forestry and Fire Protection (CAL FIRE)		CFL FIRE Unit Chief		Bret George	
															CFL FIRE Region Chief		Michael Bradley			
															Overtime Total: \$195,058					

[illegible]

Fiscal Year: 2019 Index: 2400 PCA: 27400 PRC: 4142				Uniform Benefits Sub Total \$136,979 Admin \$16,013 Total \$152,992		Contract Name: Contract No.: 2CA04434 Page No.: 21		Shasta County	
Comments This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between "Shasta County" and The California Department of Forestry and Fire Protection (CAL FIRE)									

Sub Total	\$302,914
Admin	\$35,411
Total	\$338,325

Overtime Total:

\$186,000

CAL FIRE Unit Chief
CAL FIRE Region Chief

Brei Gouvea
Michael Bradley

Contract Name:	Shasta County
Contract No.: 2CA04434	
Page No.:	22

22

Page 428 of 500

Fiscal Year: 2019
 Index: 2400
 PCA: 27400
 PRC: 4142

Uniform Benefits	
Sub Total	\$57,191
Admin	\$6,686
Total	\$63,877

Contract Name:

Shasta County

Contract No.: 2CA04A34

Page No.: 23

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between "Shasta County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
COMMUNICATIONS	Fixed Stations	3.00	7.00	\$66	\$ 1,386		\$ 1,386
COMMUNICATIONS	Cellulare Phones	4.00	7.00	\$50	\$ 1,400		\$ 1,400
COMMUNICATIONS	Mobile Radio	7.00	7.00	\$14	\$ 686		\$ 686
COMMUNICATIONS	Handi-Talkie	12.00	7.00	\$7	\$ 588		\$ 588
FACILITIES OPERATIONS	Maint. & Repair	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
UTILITIES	ECC	1.00	7.00	\$90	\$ 630		\$ 630
UTILITIES	Station 43	1.00	7.00	\$500	\$ 3,500		\$ 3,500
UTILITIES	Station 58	1.00	7.00	\$500	\$ 3,500		\$ 3,500
UTILITIES	Station 22	1.00	7.00	\$500	\$ 3,500		\$ 3,500
TRAVEL	Conferences	1.00	1.00	\$500	\$ 500		\$ 500
TRAINING	Tuition and Materials	1.00	1.00	\$2500	\$ 2,500		\$ 2,500
VEHICLE OPERATIONS	State Engines	3.00	7.00	\$1431	\$ 30,051		\$ 30,051
VEHICLE OPERATIONS	State Pickups	1.00	7.00	\$850	\$ 5,950		\$ 5,950

1.45%

Unit: SHJ

Agreement Total	\$4,802,762
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Contract Name: Shasta County

Contract No.: 2CA04434

Page No.:

24

Fiscal Year 19/20	
PS 1 Total	\$4,247,569
OE 1 Total	\$152,992
PS 2 Total	\$338,325
OE 2 Total	\$63,877

TOTAL	\$4,802,762
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EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: Shasta County

This is Schedule B of Cooperative Agreement originally dated July 1, 2019, by and between CAL FIRE of the State of California and LOCAL AGENCY.

Fiscal Year: 2019/20

Shasta-Trinity Unit

1. Staff

- Unit Chief
- Deputy Chief
- Division Chiefs (5)
- Battalion Chiefs (13)
- Administrative Support (6)

2. Engine Companies

Shasta County

- | | | |
|---------------|-------------|------------------|
| • Big Bend | • Hillcrest | • Shasta College |
| • Burney | • Ono | • Shingletown |
| • Buckhorn | • Redding | • Whitmore |
| • Diddy Wells | • Shasta | |

Trinity County

- | | | |
|--------------|-----------|---------------|
| • Fawn Lodge | • Hayfork | • Weaverville |
|--------------|-----------|---------------|

3. Bulldozer Units

Shasta County

- Burney
- Redding
- Shasta

THIS IS SCHEDULE C OF THE COOPERATIVE AGREEMENT DATED JULY 1, 2019
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION AND SHASTA COUNTY, A LOCAL AGENCYContractor: SHASTA COUNTY
Contract No.: 2CA04434
Page No.: 26

BUDGET CODE	ITEM	AMOUNT	BUDGET CODE	ITEM	AMOUNT
SALARIES AND BENEFITS			OTHER CHARGES		
11000	REGULAR SALARIES	189,000.00	34899	PROF INDPNDNT CNTR EMPLEE SVS	8,000.00
17502	OVERTIME PAY	3,000.00	35100	RENTS & LEASES OF EQUIPMENT	500.00
17508	OVERTIME PAY FIRE FIGHT	15,000.00	35300	RENTS & LEASES OF STRUCTURES	3,100.00
17509	HOLIDAY OVERTIME PAY	1,000.00	35500	MINOR EQUIPMENT	257,000.00
18100	EMPLOYER SHARE FICA	34,000.00	35535	MNR EQP COMM EQP	107,400.00
18201	EMPLOYER SHARE RETIREMENT	24,000.00	35590	CHGS IT SOFTWARE EQP	18,000.00
18300	EMPLOYER SHARE HEALTH INSUR	61,000.00	35591	CHGS IT HARDWARE EQP	12,000.00
18307	EMPLOYER SHARE OTHER POST EMP	7,600.00	35700	SPECIAL DEPARTMENTAL EXPENSE	5,000.00
18400	EMPLOYER SHR UNEMPLOYMENT INS	300.00	35900	TRANSPORTATION & TRAVEL	12,000.00
18500	WORKERS COMP EXPOSURE	700.00	35940	TRANS/TRVL FUEL	50,000.00
18501	WORKERS COMP EXPERIENCE	27,000.00	35998	TRN/TRVL PY EE VOL FIRE TRAINING	50,000.00
	SUBTOTAL	\$ 362,600	36100	UTILITIES	108,000.00
SERVICE AND SUPPLIES				SUBTOTAL	\$ 1,576,675
32300	CLOTHING/PERSONAL SUPPLIES XP	1,000.00	50001	CENTRAL SERVICE COST A-87	122,988.00
32328	CLTHG/PERS SAFETY CLOTHING	110,050.00	50800	TAXES & ASSESSMENTS	57.00
32500	COMMUNICATIONS EXPENSE	34,000.00	58000	CDF CONTRACT	2,246,650.00
32700	FOOD EXPENSE	1,500.00	58003	BELLA VISTA FIRE CONTRACT	2,000.00
32727	FOOD VOLUNTEERS	3,000.00	58004	BIG BEND FIRE CONTRACT	2,000.00
32900	HOUSEHOLD EXPENSE	4,500.00	58006	CASSEL FIRE CONTRACT	2,000.00
32928	HSHLD XP LAUNDRY SVS	1,500.00	58007	CENTERVILLE FIRE CONTRACT	2,000.00
32929	HSHLD XP SUPPLIES	7,000.00	58010	FRENCH GULCH FIRE CONTRACT	2,000.00
33102	INSUR XP LIABILITY EXPOSURE	700.00	58011	HAT CREEK FIRE CONTRACT	2,000.00
33103	INSUR XP MISCELLANEOUS	14,796.00	58012	IGO ONO FIRE CONTRACT	2,000.00
33105	INSUR XP LIABILITY EXPERIENCE	11,436.00	58013	JONES VALLEY FIRE CONTRACT	2,000.00
33500	MAINTENANCE OF EQUIPMENT	55,000.00	58014	KESWICK FIRE CONTRACT	0.00
33525	MNT EQP VEHICLES	145,500.00	58018	MONTGOMERY CRK FIRE CONTRACT	2,000.00
33530	MNT EQP RADIOS	5,000.00	58020	OAK RUN FIRE CONTRACT	2,000.00
33700	MAINTENANCE OF STRUCTURES	7,000.00	58021	OLD STATION FIRE CONTRACT	2,000.00
33791	CHGS FAC MGMT MAINT STR	115,000.00	58022	PALO CEDRO FIRE CONTRACT	2,000.00
33900	MEDICAL/DENTAL/LAB SUPPLIES	35,000.00	58027	SHINGLETOWN FIRE CONTRACT	2,000.00
34100	MEMBERSHIPS	2,200.00	58028	SOLDIER MOUNTAIN FIRE CONTRACT	2,000.00
34500	OFFICE EXPENSE	40,000.00	58030	WEST VALLEY FIRE CONTRACT	2,000.00
34590	CHGS OC PHOTOCOPY SVS	981.00	58031	WHITMORE FIRE CONTRACT	2,000.00
34592	CHGS OC OTHER MAIL SVS	2,652.00	58032	LAKEHEAD FIRE CONTRACT	2,000.00
34800	PROF & SPECIAL SERVICES	43,000.00		SUBTOTAL	\$ 2,403,695
34823	PROF HEALTH SVS	27,000.00	FIXED ASSETS		
34837	PROF PREEMPLOYMENT SVS	2,960.00	65028	1 FIRE ENGINE W/ ACCESSORIES	460,000
34860	PROF BENEFITS ADMIN SVS	25,000.00	65083	1 TRUCK W/ ACCESSORIES	45,000
34864	PROF CAPITL ASSET DISPOSAL SVS	1,000.00	65099	1 WATER TENDER	260,000
34892	CHGS IT PROFESSIONAL SVS	3,900.00		SUBTOTAL	\$ 765,000
34893	CHGS AUD PROP TAX SVS	55,000.00	GRAND TOTAL SCHEDULE C		
34896	VOLFIRE REIMB'D CALL PY EE SVS	105,000.00			\$ 5,107,970
34898	VOL FIRE CALL PAY EMPLEE SVS	85,000.00			

Contractor Name: Shasta County

Contract No: 2CA04434

Page No.: 27

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:Shasta County

This is Schedule D of Cooperative Agreement originally dated July 1, 2019, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2019/20 to 2019/20

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

Contractor Name: Shasta County

Contract No: 2CA04434

Page No.: 28

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
 - b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.
- Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.
- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate	2019	Engine (E47)	1370108
Flat Rate	2015	Engine (E32)	1493248
Flat Rate	2015	Service Truck(R3431)	1434314
Flat Rate	2017	Service Truck(R2432)	1521601
Flat Rate	2014	SUV Tahoe	1434314
Flat Rate	2008	PU 4X4 (T2421)	128669
Flat Rate	2018	PU 4X4 (T2427)	1455954
Flat Rate	2001	PU 4X4 (T2424)	11119995
Flat Rate	2001	PU 4X4 (T2425)	1058013
Flat Rate	2014	PU 4X4 (T2423)	1394758
Flat Rate	2005	Stakeside (S-1)	1190273

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 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 an SR7 wildfire early detection and notification pilot project; 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 of Support for SR7 Pilot Project

6/17/2019

Letter of Support for SR7
Pilot Project



Shasta County

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

June 25, 2019

Shingletown Council, Inc.
Attn: Shingletown FireSafe Council
P.O. Box 322
Shingletown, CA 96088

Re: SR7 Pilot Project – SUPPORT

Dear Council Members:

The Shasta County Board of Supervisors received a presentation from the Shingletown Council, Inc. / Shingletown FireSafe Council regarding SR7 Pilot Project, an automated wildfire early detection and notification project and the Board pledges to ensure that the SR7 system will receive a fair and rigorous evaluation of its capabilities, reliability, and practicality.

This robotic system uses a combination of proven technologies to detect a wildfire as small as a meter square and immediately send an alert to the County's Emergency Coordination Center (ECC) via satellite internet for evaluation and possible action. It is the Council's concept is to have a four or five station SR7 system installed that would provide wildfire detection for six communities within approximately 600 square miles of very high fire danger in Shasta and Tehama Counties. The Shasta County Office of Emergency Services and Cal Fire would then rigorously test and evaluate SR7's value to early warning and fire management.

The Shingletown Council, Inc./Shingletown FireSafe Council (Council) is a 501(c)(3) nonprofit dedicated to community service and fire safety programs on the Shingletown Ridge. Shingletown is an unincorporated rural community of about 4,500 persons located entirely within the wildland urban interface (WUI). Its primary evacuation route, State Highway 44 was recently designated as the number one priority among the 35 priority projects identified by Cal Fire in its 45-Day Report to the Governor.

According to information provided by the Council, SR7 was developed and deployed in Europe more than 10-years ago. It is in use in fire-prone regions with climates similar to California's in Eastern and Western Europe, the Middle East, and South America; it has not yet been deployed in North America.

Shingletown Council, Inc.
Support SR7 Pilot Project
June 25, 2019
Page Two

SR7's combination of longwave infrared and low-light optical zoom cameras, patented computer programs, accurate current weather conditions, and remote control provide immediate, accurate, and continuous real-time fire behavior information to the ECC/Cal Fire in all conditions (night, fog, smoke, haze, smog). With this timely information, ECC can make well-informed and prompt evacuation decisions without the need to have eyes on the ground. SR7 further provides continuous observation of fire behavior throughout fire suppression activities so that effective tactical firefighting decisions can be made.

As an example, SR7 can detect and report a fire starting at midnight in uninhabited forest land near a community in the WUI, a fire that would otherwise likely go unreported until the fire actually entered an inhabited area. SR7 would then immediately notify ECC and continuously provide immediate detailed information that is rarely available for several minutes to hours after a fire is reported. If SR7 had been available in Butte Co. during the November 2018 Camp Fire, Butte Co. fire officials would have immediately recognized the speed at which the fire was moving, would have quickly issued mandatory evacuations to communities in its path, and the residents of Paradise would likely have had an additional hour and a half to evacuate.

The Council informed the Board of Supervisors that the one-time cost per continuously rotating station, each covering a radius of 8.7 miles, is approximately \$100,000, including all supporting infrastructure - \$500,000 for the proposed pilot program. Recurring expenses include occasional service, satellite internet subscription costs (Viasat or HughesNet), and LPG for generators. SR7 functions without human interaction or monitoring until a fire is detected, so there are minimal training requirements. Because SR7 is fully robotic, there are no additional personnel costs associated with its deployment. The Council has been told that, with approved funding, the pilot program could be in full operation within 90 days. The Council is working with the local company handling SR7 to possibly receive the pilot program equipment at a reduced cost and to provide a real-world demonstration of SR7/Fire at no cost.

While Shasta County and Shingletown would be initial beneficiaries of this pilot project, the Board of Supervisors recognizes that a successful evaluation of SR7/Fire should mean state-wide deployment and eventually deployment throughout the country's wild-fire prone states. The Shasta County budget for the coming fiscal year has been set and there are no discretionary funds for this project. Therefore, it is the position of the Shasta County Board of Supervisors that this pilot program should be financially supported by the State of California.

Sincerely,

Leonard Moty, Chairman
Board of Supervisors
County of Shasta
Page 439 of 500

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Regular - General Government-5.

SUBJECT:

Request for an Authorization for Discharge of Accountability.

DEPARTMENT: Treasurer-Tax Collector/Public Administrator

Supervisory District No. :

DEPARTMENT CONTACT: Lori J. Scott, Treasurer-Tax Collector-Public Administrator

STAFF REPORT APPROVED BY:

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

RECOMMENDATION

Approve and authorize the Chairman to sign an Order of Discharge of Accountability pursuant to Revenue and Taxation Code section 2611.1 in the amount of \$181,467.55 for unsecured property taxes made in calendar years 2005 through 2007 plus \$18,145.42 in penalties and \$300.00 on the unpaid unsecured property taxes.

SUMMARY

Annually, the Auditor examines the unsecured roll and charges the delinquent taxes and penalties to the Tax Collector. Our office collects these taxes and penalties by issuing notices of delinquency, mailing collection letters to the property owners and filing tax liens (which remain in effect for 10 years) against the property. These efforts are not always successful. Attached is a list of assessments which we believe are uncollectible. The liens, which were filed in 2005 through 2007, are now expired. Further collection efforts appear to be impractical. Therefore, pursuant to Revenue and Taxation code 2611.1; I, Lori J. Scott Treasurer-Tax Collector-Public Administrator, am asking for discharge of accountability.

DISCUSSION

The county department, officer, or employee charged by law with the collection of any county tax assessment, penalty or cost, is deemed by State law to be personally liable for that sum. Such a department, officer, or employee, may file a verified application with the Board of Supervisors for a discharge from accountability for the collection of the tax assessment, penalty or cost, if the amount is so small as not to justify the cost of collection or if collection enforcement is impractical. Efforts have already been made to collect the delinquent taxes, penalties and fee without success. The liens have now expired, and it is highly unlikely that further sums can be collected. ***No discharge from accountability obtained pursuant to Section 2611.1 can be construed to release any person other than the person who obtained that discharge from an obligation to pay amounts that are due and owing.*** There are two copies of the records list available with the Clerk of the Board for review.

ALTERNATIVES

The Board of Supervisors may decline to issue the order or may adopt a resolution that authorizes and designates the county auditor as the officer to exercise the authority of the Board under this section.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the standard format of the application and order. The County Administrative Office has reviewed the recommendation.

FINANCING

There will be no cost associated with this proposed application and order as this discharge of accountability does not release the taxpayer’s obligation to pay amounts that are due and owing.

ATTACHMENTS:

Description	Upload Date	Description
Application for a Discharge of Accountability	6/10/2019	Application for a Discharge of Accountability
Order of Discharge	6/10/2019	Order of Discharge
Discharge Accountability	6/10/2019	Discharge Accountability

**APPLICATION FOR A DISCHARGE OF ACCOUNTABILITY
AND ORDER OF DISCHARGE**

**TAX COLLECTOR'S OFFICE
SHASTA COUNTY, STATE OF CALIFORNIA**

This Application for Discharge from Accountability is made pursuant to Revenue and Taxation code §§2611.1 through 2611.3.

The names of the persons liable for unsecured property taxes and the amounts owed by each are attached and incorporated as Exhibit A into this Application for a Discharge of Accountability.

Those person/entities listed in Exhibit A have failed to pay their unsecured property taxes in the total sum of \$181,467.55 duly assessed for the calendar years 2005 through 2007, plus \$18,145.42 in penalties and \$300.00 in cost on the unpaid unsecured property taxes.

The estimated cost of collection of the aforementioned sum of \$199,912.97 in unsecured property taxes and penalties is approximately 50% of any sum collected.

The tax liens filed in connection with these unsecured property taxes have expired and cannot be enforced or renewed. Accordingly, further collection efforts would be impractical.

The grant of an Order of Discharge pursuant to Revenue and Taxation Code §2611.3 discharges the Tax Collector from her accountability under Revenue and Taxation Code §2603, but does not release the person/entities named in Exhibit A from the payment of any amounts which are due and owing.

I declare that the foregoing is true and correct. This verification is made under penalty of perjury.

Dated: June 7, 2019

Lori J. Scott

Lori J. Scott
Tax Collector

ORDER OF DISCHARGE

The verified Application for a Discharge of Accountability of the Tax Collector was regularly heard on June 25, 2019. Having considered and approved the Application for Discharge from Accountability.

IT IS ORDERED THAT:

The Tax Collector is hereby discharged from further accountability for the collection of the sum of \$181,467.55 in unsecured property taxes plus penalties of \$18,145.42 and cost of \$300.00 in connection with taxes owed by those person/entities listed on Exhibit A to the Tax collector's Application for Discharge of Accountability.

The Auditor is hereby directed to adjust any charge pending against the Tax Collector by the sum of \$199,912.97.

This Order of Discharge shall not be construed to release any person other than the Tax Collector from the obligation to pay any amount of taxes due and owing to the County.

Board of Supervisors

Date: _____

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

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

EXHIBIT A

County of SHASTA ASMTS ELIGIBLE FOR DISCHARGE FOR ROLL YEAR 2019

Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Discharged Date
VOGELER EDWARD J JR LIVING TRUST	045-540-042-000	2007	Y	43.44	4.34	0.00	47.78	_____
ROBINSON VELMA	060-010-014-100	2007	Y	226.77	22.67	0.00	249.44	_____
WADLEY BILLY G	306-340-034-300	2007	Y	81.30	8.13	0.00	89.43	_____
WADLEY BILLY G	306-340-035-000	2007	Y	100.36	10.03	0.00	110.39	_____
AMERICAN TELECASTING INC	800-000-006-000	2007	Y	382.12	38.21	0.00	420.33	_____
SYDNEY INVESTMENTS INC	800-000-140-000	2007	Y	672.18	67.21	0.00	739.39	_____
AMERICA FIRST FUNDING INC	800-000-413-000	2007	Y	744.83	74.48	0.00	819.31	_____
AULT RAYMOND E	800-000-445-000	2007	Y	39.32	3.93	0.00	43.25	_____
RANDALL M SILVER DO A MEDICAL CORPORATION	800-000-568-000	2007	Y	1,052.23	105.22	0.00	1,157.45	_____
THOMAS STEVE A	800-000-690-000	2007	Y	1,198.89	119.88	0.00	1,318.77	_____
D C A CABLEVISION	800-000-764-000	2007	Y	1,907.38	190.73	0.00	2,098.11	_____
BABB CONSTRUCTION INC	800-001-113-000	2007	Y	479.56	47.95	0.00	527.51	_____
YENCHAY BOUALOUONG KELLY	800-001-206-000	2007	Y	339.68	33.96	0.00	373.64	_____
SHASTA GENERAL ENGINEERING INC	800-001-385-000	2007	Y	4,194.20	419.42	0.00	4,613.62	_____
FARNSWORTH INSURANCE SERVICES INC	800-001-454-000	2007	Y	95.91	9.59	0.00	105.50	_____
ADVOCATES FOR PUBLIC BENEFITS LLC	800-001-612-000	2007	Y	575.47	57.54	0.00	633.01	_____
JAMES CHIROPRACTIC INC/R L	800-001-836-000	2007	Y	256.56	25.65	0.00	282.21	_____
CLUB MI 151 INC	800-001-935-000	2007	Y	829.07	82.90	0.00	911.97	_____
ASSET REAL ESTATE & INVESTMENT CO	800-001-999-000	2007	Y	3,104.78	310.47	0.00	3,415.25	_____
D C A CABLEVISION	800-002-079-000	2007	Y	5,781.99	578.19	0.00	6,360.18	_____

ACH & ACH ENTERPRISES INC	800-002-144-000	2007	Y	254.19	25.41	0.00	279.60	_____
SHASTA CONSTRUCTORS INC	800-002-443-000	2007	Y	28,066.88	2,806.68	0.00	30,873.56	_____
SVEDEEN JOSEPH N	800-002-525-000	2007	Y	331.04	33.10	0.00	364.14	_____
THOMPSON JAMES F & DAWN M	800-002-686-000	2007	Y	733.23	73.32	0.00	806.55	_____
COX JAMES E	800-002-834-000	2007	Y	934.65	93.46	0.00	1,028.11	_____
AFFORDABLE FURNITURE & OAK INC	800-002-859-000	2007	Y	171.45	17.14	0.00	188.59	_____
BURKE LOGGING INC	800-003-015-000	2007	Y	522.18	52.21	0.00	574.39	_____
NORTH STATE AUTOMATIC SPRINKLERS INC	800-003-171-000	2007	Y	83.92	8.39	0.00	92.31	_____
REED CHARLES J	800-003-246-000	2007	Y	185.84	18.58	0.00	204.42	_____
WILLIAMS WALTER S	800-003-320-000	2007	Y	682.14	68.21	0.00	750.35	_____
MEDICAL TRANSCRIPTION SERV INC	800-003-396-000	2007	Y	47.96	4.79	0.00	52.75	_____
LYERLA RONALD O	800-003-412-000	2007	Y	899.16	89.91	0.00	989.07	_____
GARCIA ANTONIO	800-003-660-000	2007	Y	143.87	14.38	0.00	158.25	_____
D C A CABLEVISION	800-003-668-000	2007	Y	1,550.35	155.03	0.00	1,705.38	_____
NOR-TON TRUST	800-003-728-000	2007	Y	260.10	26.01	0.00	286.11	_____
PEARCE JAMES E	800-003-846-000	2007	Y	35.97	3.59	0.00	39.56	_____
SHASTA DESIGN CENTER INC	800-003-906-000	2007	Y	697.78	69.77	0.00	767.55	_____
SINGH RAM	800-004-001-000	2007	Y	959.11	95.91	0.00	1,055.02	_____
NATIONS MORTGAGE & INVESTMENTS INC	800-004-033-000	2007	Y	119.89	11.98	0.00	131.87	_____
LEMASTER BARBARA	800-004-165-000	2007	Y	177.35	17.73	0.00	195.08	_____
PENTA JASON RAY	800-004-216-000	2007	Y	381.47	38.14	0.00	419.61	_____
BOYENGA-WISE CAROL JEAN	800-004-240-000	2007	Y	413.80	41.38	0.00	455.18	_____
WALIA'S INC	800-004-292-000	2007	Y	924.79	92.47	0.00	1,017.26	_____
C R RENTALS INC & DELTA BEDDING INC	800-004-501-000	2007	Y	141.87	14.18	0.00	156.05	_____

HIGGINS BOB	800-004-510-000	2007	Y	359.67	35.96	0.00	395.63	_____
CORBAN COMMUNICATIONS INC	800-004-513-000	2007	Y	479.56	47.95	0.00	527.51	_____
R & R RV SALES LLC	800-004-666-000	2007	Y	276.90	27.69	0.00	304.59	_____
WINSOR & ASSOCIATES CONSULTING INC	800-004-806-000	2007	Y	276.90	27.69	0.00	304.59	_____
HEART REAL ESTATE SERVICES INC	800-004-973-000	2007	Y	236.46	23.64	0.00	260.10	_____
HEWITT BRUCE W	800-004-976-000	2007	Y	289.00	28.90	0.00	317.90	_____
MARTIN SCOTT ALLAN	800-004-985-000	2007	Y	289.00	28.90	0.00	317.90	_____
WILLIS STANFILL ENTERPRISES	800-005-019-000	2007	Y	90.25	9.02	0.00	99.27	_____
J B D J INC	800-005-052-000	2007	Y	2,246.33	224.63	0.00	2,470.96	_____
GLEASON ANDREW MADISON	800-005-146-000	2007	Y	57.80	5.78	0.00	63.58	_____
COUNTRY SIDE GIFTS LLC	800-005-208-000	2007	Y	56.40	5.64	0.00	62.04	_____
CRELLER CRAIG LEWIS	800-005-245-000	2007	Y	782.77	78.27	0.00	861.04	_____
SCHEEL MARVIN L	800-005-300-000	2007	Y	498.42	49.84	0.00	548.26	_____
LIBBY NORMAN E	800-005-335-000	2007	Y	173.40	17.34	0.00	190.74	_____
COONROD TROY WAYNE	800-005-390-000	2007	Y	299.73	29.97	0.00	329.70	_____
WHITE DANNY E	800-005-464-000	2007	Y	117.50	11.75	0.00	129.25	_____
DUNHAM RICK & LISA	800-005-657-000	2007	Y	112.75	11.27	0.00	124.02	_____
NAJERA CELSO	800-005-676-000	2007	Y	56.40	5.64	0.00	62.04	_____
ROBINSON TONIA	800-005-740-000	2007	Y	55.38	5.53	0.00	60.91	_____
OXLEY DOUGLAS E	800-005-751-000	2007	Y	175.70	17.57	0.00	193.27	_____
PRICE CHARLES	800-005-816-000	2007	Y	29.11	2.91	0.00	32.02	_____
BARNES BILL & TAMI	800-005-842-000	2007	Y	143.87	14.38	0.00	158.25	_____
FREESTONE NETWORKS INC	800-005-869-000	2007	Y	115.60	11.56	0.00	127.16	_____

GUGIN KELLI EDANA	800-005-870-000	2007	Y	34.11	3.41	0.00	37.52	_____
WORTHINGTON TRUCKING INC	800-005-882-000	2007	Y	173.40	17.34	0.00	190.74	_____
TEHANEY MICHAEL R & SANTOS CHRISTY A	800-005-901-000	2007	Y	179.84	17.98	0.00	197.82	_____
NORTHSTATE EXAM	800-005-915-000	2007	Y	118.23	11.82	0.00	130.05	_____
BRIAN HARRIS INC	800-005-926-000	2007	Y	161.84	16.18	0.00	178.02	_____
SAVAGE STEVE R	800-005-941-000	2007	Y	404.94	40.49	0.00	445.43	_____
MERVYNS LLC #124	800-005-980-000	2007	Y	1,538.05	153.80	0.00	1,691.85	_____
NILSEN ANDREW J ETAL	800-006-003-000	2007	Y	239.78	23.97	0.00	263.75	_____
GOLDEN CLASSIC RESTORATION LLC	800-006-124-000	2007	Y	33.23	3.32	0.00	36.55	_____
REYNOLDS RON	800-006-188-000	2007	Y	119.89	11.98	0.00	131.87	_____
NELSON TIM SPAETH	800-006-197-000	2007	Y	118.23	11.82	0.00	130.05	_____
COATS AMANDA	800-006-315-000	2007	Y	359.67	35.96	0.00	395.63	_____
ROSS JOHNSTON INC ETAL	800-006-316-000	2007	Y	295.58	29.55	0.00	325.13	_____
ALL PHASE ELECTRICAL INC	800-006-320-000	2007	Y	155.86	15.58	0.00	171.44	_____
GRUSZKIWICZ GABRIEL	800-006-337-000	2007	Y	143.80	14.38	0.00	158.18	_____
KUKAWSKI BRANDON L ETAL	800-006-348-000	2007	Y	95.91	9.59	0.00	105.50	_____
ROWE KENT	800-006-365-000	2007	Y	112.75	11.27	0.00	124.02	_____
W WIRELESS INC	800-006-371-000	2007	Y	118.23	11.82	0.00	130.05	_____
WEST SENIOR HOUSING LLC	800-006-384-000	2007	Y	2,020.57	202.05	0.00	2,222.62	_____
SARGENT MARK	800-006-396-000	2007	Y	179.84	17.98	0.00	197.82	_____
JENNINGS TY DEAN	800-006-397-000	2007	Y	221.52	22.15	0.00	243.67	_____
RICE GLORIA JEAN	800-006-434-000	2007	Y	34.68	3.46	0.00	38.14	_____
KWIK MART INC	800-006-462-000	2007	Y	3,562.35	356.23	0.00	3,918.58	_____
CONNER DAVID	800-006-631-000	2007	Y	203.89	20.38	0.00	224.27	_____

GRANT RICHARD DUANE	800-006-653-000	2007	Y	81.52	8.15	0.00	89.67	_____
IMPRESSION BUILDERS UNLIMITED INC	800-006-665-000	2007	Y	614.79	61.47	0.00	676.26	_____
BANZHAF PRESTON R	800-006-764-000	2007	Y	59.12	5.91	0.00	65.03	_____
BRICK CHRISTOPHER	800-006-777-000	2007	Y	35.47	3.54	0.00	39.01	_____
DIMI FLOORING CENTER INC	800-006-812-000	2007	Y	555.08	55.50	0.00	610.58	_____
JIMMY MAC AMERICAN CYCLE INC	800-006-848-000	2007	Y	35.97	3.59	0.00	39.56	_____
JONES LARRY	800-006-851-000	2007	Y	83.07	8.30	0.00	91.37	_____
KENNEDY KATHERINE NELL	800-006-857-000	2007	Y	59.12	5.91	0.00	65.03	_____
KEY JODI	800-006-859-000	2007	Y	35.14	3.51	0.00	38.65	_____
LASKIN BOBBY	800-006-869-000	2007	Y	35.47	3.54	0.00	39.01	_____
MAULDIN SUSAN BENET	800-006-886-000	2007	Y	59.95	5.99	0.00	65.94	_____
MEIR LOUIS JR	800-006-890-000	2007	Y	47.93	4.79	0.00	52.72	_____
MILLER WILLIAM F	800-006-894-000	2007	Y	112.75	11.27	0.00	124.02	_____
MORALES ABEL	800-006-898-000	2007	Y	70.94	7.09	0.00	78.03	_____
NUNNELLEY LOURIE	800-006-904-000	2007	Y	47.29	4.72	0.00	52.01	_____
SIERRA SENIOR HOUSING LLC #1	800-006-908-000	2007	Y	526.08	52.60	0.00	578.68	_____
SIERRA SENIOR HOUSING LLC #2	800-006-909-000	2007	Y	351.74	35.17	0.00	386.91	_____
SIERRA SENIOR HOUSING LLC #3	800-006-910-000	2007	Y	464.71	46.47	0.00	511.18	_____
OMNI DEVELOPMENT LLC	800-006-911-000	2007	Y	47.29	4.72	0.00	52.01	_____
SEASE BRAD V	800-006-912-000	2007	Y	490.66	49.06	0.00	539.72	_____
RESPONSE PREPAREDNESS ASSOCIATES	800-006-937-000	2007	Y	35.25	3.52	0.00	38.77	_____
SCHMITZ JOSEPH WAYNE	800-006-949-000	2007	Y	59.12	5.91	0.00	65.03	_____
WEB SERVICES INC	800-006-970-000	2007	Y	35.47	3.54	0.00	39.01	_____
HENDERSON JEFFREY A & WEBB SUSAN	800-006-971-000	2007	Y	56.40	5.64	0.00	62.04	_____

WHITNEY GABRIEL	800-006-977-000	2007	Y	59.95	5.99	0.00	65.94	_____
YOUNG LORRISSA GAY	800-006-984-000	2007	Y	59.92	5.99	0.00	65.91	_____
FIFER RILE JOHN	800-006-997-000	2007	Y	94.00	9.40	0.00	103.40	_____
MADDEN SILAS P & THOMPSON DARRELL K	800-007-003-000	2007	Y	135.30	13.53	0.00	148.83	_____
MACMILLAN DONALD ANDREW	800-007-016-000	2007	Y	25.22	2.52	0.00	27.74	_____
JAMES LANE	800-007-060-000	2007	Y	71.93	7.19	0.00	79.12	_____
PRIME 11 CINEMAS LLC	800-007-144-000	2007	Y	18,743.63	1,874.36	0.00	20,617.99	_____
PRIME 11 CINEMAS LLC	800-007-144-100	2007	Y	1,902.56	190.25	0.00	2,092.81	_____
3D INVESTMENTS INC	800-007-160-000	2007	Y	996.83	99.68	0.00	1,096.51	_____
VIDAL ALEX	800-007-174-000	2007	Y	299.59	29.95	0.00	329.54	_____
BOLLMAN & CATANIO LLC	800-007-330-000	2007	Y	254.49	25.44	0.00	279.93	_____
G2M STRATEGIES INC	800-007-346-000	2007	Y	93.94	9.39	0.00	103.33	_____
HAYES AMY ELIZABETH	800-007-350-000	2007	Y	26.48	2.64	0.00	29.12	_____
STEENFOTT TODD	800-007-378-000	2007	Y	81.03	8.10	0.00	89.13	_____
GIBBS WILLIAM EDWARD	800-007-399-000	2007	Y	46.55	4.65	0.00	51.20	_____
BROWN MICHAEL & ANGELA	800-007-414-000	2007	Y	56.40	5.64	0.00	62.04	_____
CRUMB RICHARD LEWIS	800-007-418-000	2007	Y	899.05	89.90	0.00	988.95	_____
HEALTH OPPORTUNITIES CORPORATION	800-007-433-000	2007	Y	472.91	47.29	0.00	520.20	_____
ONESOURCE FACILITY SERVICES INC	800-007-448-000	2007	Y	59.12	5.91	0.00	65.03	_____
THE PARADIGM GROUP INC	800-007-457-000	2007	Y	945.82	94.58	0.00	1,040.40	_____
SMITH SEAN	800-007-459-000	2007	Y	59.12	5.91	0.00	65.03	_____
DEZIGN EXCAVATING INC	800-007-496-000	2007	Y	1,475.16	147.51	0.00	1,622.67	_____
BINELLI JERRY	810-000-358-000	2007	Y	110.76	11.07	0.00	121.83	_____
WILLIAMS JON	810-000-449-000	2007	Y	472.91	47.29	0.00	520.20	_____

JONES THOMAS J	810-000-488-000	2007	Y	350.49	35.04	0.00	385.53	_____
RICKS PLACE	810-000-691-000	2007	Y	498.42	49.84	0.00	548.26	_____
CORBAN COMMUNICATIONS INC	810-000-746-000	2007	Y	169.13	16.91	0.00	186.04	_____
FISHER BRODIE GENE & JODI ANN	810-000-756-000	2007	Y	299.73	29.97	0.00	329.70	_____
BRAY W A JR	810-000-787-000	2007	Y	233.64	23.36	0.00	257.00	_____
BAYS CHARLES	810-000-794-000	2007	Y	564.03	56.40	0.00	620.43	_____
OWENS ARMAL K	820-000-105-000	2007	Z	128.58	12.85	0.00	141.43	_____
PREMIER AVIATION	820-000-361-000	2007	Z	340.07	34.00	0.00	374.07	_____
ASSET REAL ESTATE & INVESTMENT CO	820-000-441-000	2007	Z	27,826.18	2,782.61	0.00	30,608.79	_____
BINELLI JERRY	830-000-771-000	2007	Y	62.93	6.29	0.00	69.22	_____
FARLEY PATRICK H	830-002-588-000	2007	Y	37.97	3.79	0.00	41.76	_____
WILKERSON ROSS	830-002-899-000	2007	Y	26.55	2.65	0.00	29.20	_____
ARCHULETA MICHAEL A/	830-003-502-000	2007	Y	68.78	6.87	0.00	75.65	_____
TUCKER CHARLES & LISA	830-003-598-100	2007	Y	52.92	5.29	0.00	58.21	_____
SMEDLEY DOUG	830-003-858-000	2007	Y	42.19	4.21	0.00	46.40	_____
DUNCAN STEVE HOWARD	830-005-120-000	2007	Y	178.72	17.87	0.00	196.59	_____
PETERSON BRANDI NICOLE	830-006-169-000	2007	Y	75.93	7.59	0.00	83.52	_____
PHILLIPS RICHARD D	830-006-871-000	2007	Y	29.22	2.92	0.00	32.14	_____
WICKERSON ROSS E	830-007-068-000	2007	Y	50.73	5.07	0.00	55.80	_____
BRANSCUM WILLIAM JEFFERY	830-007-073-000	2007	Y	44.45	4.44	0.00	48.89	_____
CORLETT MIKE E	830-007-624-000	2007	Y	67.28	6.72	0.00	74.00	_____
JIMENEZ KRISTINE D	830-007-664-000	2007	Y	45.99	4.59	0.00	50.58	_____
BAKER ALVIN E	830-007-721-000	2007	Y	101.14	10.11	0.00	111.25	_____
SAROT SONNY JAMES	830-007-854-000	2007	Y	28.09	2.80	0.00	30.89	_____

MARTIN ROBERT ALLEN	830-008-186-000	2007	Y	106.56	10.65	0.00	117.21	_____
ALVAREZ HENRY	830-008-279-000	2007	Y	31.59	3.15	0.00	34.74	_____
KUYKENDALL JESSE LEE	830-008-524-000	2007	Y	35.68	3.56	0.00	39.24	_____
GREGORY CHERYL ANN & BRUCE KENTON	830-008-844-000	2007	Y	226.89	22.68	0.00	249.57	_____
MERIDETH MARCI L	830-009-173-000	2007	Y	145.34	14.53	0.00	159.87	_____
FERRIS SCOTT	830-009-448-000	2007	Y	56.20	5.62	0.00	61.82	_____
COLLETTI VINGENZO A	830-010-216-000	2007	Y	250.68	25.06	0.00	275.74	_____
MOBERG ROBIN	830-010-218-000	2007	Y	192.38	19.23	0.00	211.61	_____
CARTRIGHT CLEDITH EUDENE & ROGER DEE	830-010-861-000	2007	Y	239.29	23.92	0.00	263.21	_____
HERMOSO FRANCISCO CUENCA	830-010-982-000	2007	Y	177.28	17.72	0.00	195.00	_____
KNUTH KRISTOFFER B	830-011-084-000	2007	Y	207.76	20.77	0.00	228.53	_____
VARA KYLE	830-011-135-000	2007	Y	479.94	47.99	0.00	527.93	_____
DAVIS JOHN LEROY	830-011-215-000	2007	Y	375.26	37.52	0.00	412.78	_____
JONES JOHN EDWARDS	830-011-305-000	2007	Y	61.47	6.14	0.00	67.61	_____
DIXON KURTIS LEE	830-011-392-000	2007	Y	111.16	11.11	0.00	122.27	_____
EILTS CAMERON DOUGLAS	830-011-409-000	2007	Y	29.60	2.96	0.00	32.56	_____
AHLFORS ELMER H	830-011-433-000	2007	Y	102.25	10.22	0.00	112.47	_____
HARTTER CHRIS	830-011-523-000	2007	Y	223.71	22.37	0.00	246.08	_____
WHITMIRE JERRY FRED	830-011-552-000	2007	Y	68.82	6.88	0.00	75.70	_____
KESTER MARK	830-011-628-000	2007	Y	193.66	19.36	0.00	213.02	_____
DELGARDO DENNIS VINCENT & BELINDA KAY	830-012-120-000	2007	Y	378.02	37.80	0.00	415.82	_____
THOMPSON RONALD PATRICK	830-012-156-000	2007	Y	39.17	3.91	0.00	43.08	_____
BROWN GERALD LEE & TAMMY LOUISE	830-012-163-000	2007	Y	78.86	7.88	0.00	86.74	_____

STIDHAM CARL FINDLEY	830-012-195-000	2007	Y	239.12	23.91	0.00	263.03	_____
GRANT CRAIG R & JEANNE R	830-012-206-000	2007	Y	261.04	26.10	0.00	287.14	_____
VINCELLI DUSTIN VINCENT	830-012-288-000	2007	Y	68.47	6.84	0.00	75.31	_____
BALDWIN JOHNATHAN ROCCO	830-012-298-000	2007	Y	182.05	18.20	0.00	200.25	_____
CARLIN CLIFFORD WAYNE & MARGARET ETHEL	830-012-483-000	2007	Y	29.60	2.96	0.00	32.56	_____
JOHNSON CHRIS L	830-012-499-000	2007	Y	408.70	40.87	0.00	449.57	_____
SMITH CHRISTOPHER L	830-012-560-000	2007	Y	38.58	3.85	0.00	42.43	_____
ROWE DAVID WILLIAM & JENICA ELAINE	830-012-571-000	2007	Y	29.50	2.95	0.00	32.45	_____
STOKER JULIUS D & DUNCAN STOKER BRIANA	830-012-657-100	2007	Y	373.73	37.37	0.00	411.10	_____
LASKOWSKI CHRIS HAROLD	830-012-735-000	2007	Y	389.47	38.94	0.00	428.41	_____
MURDOCK JOHN	830-013-188-000	2007	Y	23.46	2.34	0.00	25.80	_____
GARBER STEVE LEROY	830-013-228-000	2007	Y	74.30	7.43	0.00	81.73	_____
HOWARD JOHN	830-013-249-000	2007	Y	31.83	3.18	0.00	35.01	_____
STOKER JULIUS W & BRIANA L	830-013-307-000	2007	Y	49.92	4.99	0.00	54.91	_____
DCA CABLEVISION	850-000-292-000	2007	Y	1,665.47	166.54	0.00	1,832.01	_____
DCA CABLEVISION	850-000-294-000	2007	Y	7,403.88	740.38	0.00	8,144.26	_____
WORLDWIDE COMMUNICATIONS ASSOCIATES INC	850-000-350-000	2007	Y	196.10	19.61	0.00	215.71	_____
B & H ENTERPRISES	860-000-162-000	2007	Y	65.45	6.54	0.00	71.99	_____
JONES MARTIN	860-000-729-000	2005	Y	1,075.27	107.52	0.00	1,182.79	_____
JONES MARTIN	860-000-729-000	2006	Y	1,093.43	109.34	0.00	1,202.77	_____
JONES MARTIN	860-000-729-000	2007	Y	1,116.06	111.60	0.00	1,227.66	_____
BEDFORD NICOLE	860-000-955-000	2007	Y	179.09	17.90	0.00	196.99	_____
DCA CABLEVISION	860-001-155-000	2007	Y	1,516.82	151.68	0.00	1,668.50	_____
DCA CABLEVISION	860-001-288-000	2007	Y	206.29	20.62	0.00	226.91	_____

VAUGHN KENNETH	860-001-364-000	2007	Y	130.70	13.07	0.00	143.77	_____
WORLDWIDE COMMUNICATIONS ASSOCIATES INC	860-001-367-000	2007	Y	403.26	40.32	0.00	443.58	_____
PEREZ DONALD R/SHIRLEY B	861-000-374-000	2007	Y	112.24	11.22	0.00	123.46	_____
MORGAN GEORGE W & SHIRLEY JT	910-800-927-000	2007	K	84.42	8.44	10.00	102.86	_____
SALGADO FELIPE & MANZO ROXANNE	910-800-981-000	2007	K	198.92	19.88	10.00	228.80	_____
MEEKER RHODA M	910-801-106-000	2007	K	89.04	8.90	10.00	107.94	_____
MONKS LOIS J	910-801-119-000	2007	K	172.66	17.26	10.00	199.92	_____
CASTRO MANUEL L	910-801-145-000	2007	K	62.00	6.20	10.00	78.20	_____
ESQUIVEL LILLIE	910-801-166-000	2007	K	30.88	3.08	10.00	43.96	_____
JOHNSON CARLOS JR GUARDIAN	910-801-397-000	2007	K	61.42	6.14	10.00	77.56	_____
VANGORDER JAMIE	910-801-919-000	2007	K	206.06	20.60	10.00	236.66	_____
AMERIO RON & DIANE &	910-801-936-000	2007	K	37.06	3.70	10.00	50.76	_____
FRANKLIN MICHAEL B	910-802-044-000	2007	K	62.00	6.20	10.00	78.20	_____
SIMPSON WILLIAM F	910-802-083-000	2007	K	59.60	5.96	10.00	75.56	_____
HALL MELISSA RAE	910-802-113-000	2007	K	82.22	8.22	10.00	100.44	_____
MOSHER MARION MAY TRUST	910-802-137-000	2007	K	257.32	25.72	10.00	293.04	_____
BROLIN THOMAS A &	910-802-739-000	2007	K	118.20	11.82	10.00	140.02	_____
COSTELOW ROY & MABEL TC	910-803-099-000	2007	K	198.32	19.82	10.00	228.14	_____
WILSON EDWARD D & DONNA LU JT	910-803-199-000	2007	K	192.54	19.24	10.00	221.78	_____
CLARK KENNETH W	910-803-765-000	2007	K	119.68	11.96	10.00	141.64	_____
SELVEY DONALD	910-803-887-000	2007	K	174.66	17.46	10.00	202.12	_____
BROUGHTON TIMOTHY	910-804-073-000	2007	K	158.72	15.86	10.00	184.58	_____
GRISSOM FREYDA	910-804-557-000	2007	K	113.06	11.30	10.00	134.36	_____
HALL DEBORAH LEE	910-804-571-000	2007	K	29.44	2.94	10.00	42.38	_____

SMITH TEDFORD LEON & LISA G	910-804-578-000	2007	K	62.00	6.20	10.00	78.20	_____
POND LORETTA	910-804-901-000	2007	K	67.14	6.70	10.00	83.84	_____
LARKINS FRANK E & MILDRED N	910-805-004-000	2007	K	46.92	4.68	10.00	61.60	_____
DELETTE JOHN W	910-805-014-000	2007	K	29.44	2.94	10.00	42.38	_____
MORGAN ROBIN	910-805-465-000	2007	K	157.60	15.76	10.00	183.36	_____
RAMIREZ JOSE & KATHY	910-805-480-000	2007	K	40.48	4.04	10.00	54.52	_____
HAGAN CYNTHIA L & HAGAN-LOPEZ ANDREW D	910-805-558-000	2007	K	26.02	2.60	10.00	38.62	_____
WESTMORELAND TERRY	910-805-640-000	2007	K	387.38	38.72	10.00	436.10	_____
WALDA JULIE	910-805-895-000	2007	K	75.88	7.58	10.00	93.46	_____
WEIBLING MICHAEL	990-068-273-005	2007	G	651.79	65.17	0.00	716.96	_____
DLJ MORTGAGE CAPITAL INC	990-068-288-000	2007	G	59.54	5.95	0.00	65.49	_____
WM SPECIALTY MORTGAGE LLC	990-068-348-000	2007	G	60.12	6.01	0.00	66.13	_____
OAKDALE HEIGHTS REDDING ACQUISITION 1 LLC	990-068-349-000	2007	G	2,152.88	215.28	0.00	2,368.16	_____
LIQUIDIATION PROPERTIES INC	990-068-785-000	2007	G	288.12	28.81	0.00	316.93	_____
THREE D INVESTMENTS LIMITED TR	990-070-343-000	2007	G	262.42	26.24	0.00	288.66	_____
GREENPOINT MORTGAGE FUNDING INC	990-070-406-000	2007	G	56.64	5.66	0.00	62.30	_____
SINGH BALVINDER	990-070-657-000	2007	G	711.48	71.14	0.00	782.62	_____
WELLS FARGO BANK TR	990-071-038-001	2007	G	224.10	22.41	0.00	246.51	_____
LIQUIDATION PROPERTIES INC	990-071-039-001	2007	G	169.17	16.91	0.00	186.08	_____
WELLS FARGO BANK TR	990-071-150-001	2007	G	174.49	17.44	0.00	191.93	_____
MOSHER BUCKLEY R & JOANN	990-071-307-000	2007	G	936.74	93.67	0.00	1,030.41	_____
DENTON KATHERINE L TR	990-071-319-000	2007	G	385.58	38.55	0.00	424.13	_____
CEDARS ROAD LLC	990-071-559-000	2007	G	168.10	16.81	0.00	184.91	_____
SMITH CARROL H	990-071-599-001	2007	G	463.02	46.30	0.00	509.32	_____

GREENWICH INVESTORS XXVI LLC	990-071-679-000	2007	G	261.94	26.19	0.00	288.13	_____
EQUITY EAGLES LLC	990-071-785-000	2007	G	475.82	47.58	0.00	523.40	_____
EQ PARTNERS II LLC	990-071-835-000	2007	G	234.42	23.44	0.00	257.86	_____
FREMONT INVESTMENT & LOAN	990-071-878-000	2007	G	99.28	9.92	0.00	109.20	_____
LA SALLE BANK NATIONAL ASSOCIATION TR	990-072-131-000	2007	G	29.02	2.90	0.00	31.92	_____
LA SALLE BANK NATIONAL ASSOCIAITON TR	990-072-172-000	2007	G	81.02	8.10	0.00	89.12	_____
COUNTRYWIDE BANK FSB	990-072-328-000	2007	G	267.44	26.74	0.00	294.18	_____
WASHINGTON MUTUAL BANK	990-072-589-000	2007	G	32.34	3.23	0.00	35.57	_____
GREENPOINT MORTGAGE FUNDING INC	990-072-612-000	2007	G	52.46	5.24	0.00	57.70	_____
WM SPECIALTY MORTGAGE LLC	990-072-783-000	2007	G	48.60	4.86	0.00	53.46	_____
DAY NOBLE C JR & WINNIFRED F ETAL	990-074-009-000	2007	G	238.66	23.86	0.00	262.52	_____
MILLER ARTHUR WAYNE	990-074-767-000	2007	G	35.58	3.55	0.00	39.13	_____
SWANSON EVELYN C REV TRUST 1998	990-075-022-000	2007	G	76.50	7.65	0.00	84.15	_____
PEETE GILBERT	990-112-481-000	2007	G	32.84	3.28	0.00	36.12	_____
WOOD DONALD L	991-065-396-000	2007	G	1,020.18	102.01	0.00	1,122.19	_____
YOUNT JENNIFER L	991-065-780-000	2007	G	173.10	17.31	0.00	190.41	_____
TWEED JOHN W & SHANA ETAL	991-065-792-000	2007	G	108.62	10.86	0.00	119.48	_____
FIFER RILE JOHN & ALTHEA C JT	991-066-234-000	2007	G	160.96	16.09	0.00	177.05	_____
OAKDALE HEIGHTS REDDING ACQUISITION 1 LLC	991-066-929-001	2007	G	2,631.84	263.18	0.00	2,895.02	_____
LA SALLE BANK NATIONAL ASSOCIATION TR	991-067-154-000	2007	G	20.72	2.07	0.00	22.79	_____
BRAZ LILLIE MAE TR	991-069-369-000	2007	G	494.00	49.40	0.00	543.40	_____
BENOIT NORMA REVOCABLE TRUST	991-070-655-000	2007	G	181.72	18.17	0.00	199.89	_____
BLAKE BARBARA I	991-070-660-001	2007	G	678.64	67.86	0.00	746.50	_____
SHAW KENNETH TR	991-076-209-000	2007	G	351.16	35.11	0.00	386.27	_____

SHAW KENNETH TR	991-076-204-000	2007	G	351.16	35.11	0.00	386.27	_____
SHAW KENNETH TR	991-076-205-000	2007	G	351.16	35.11	0.00	386.27	_____
BROTHERS DEVELOPMENT INC	995-029-208-000	2007	G	201.42	20.14	0.00	221.56	_____
	Grand Total	Asmt Count:	285	181,467.55	18,145.42	300.00	199,912.97	

akptc

TAX70-2005-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Scheduled Hearings - Health and Human Services-6.

SUBJECT:

Community Action Agency 2020-2021 Community Action Plan.

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Take the following actions: (1) Conduct a public hearing; (2) close the public hearing; and (3) approve the proposed 2020-21 Community Action Plan which establishes local policies for the administration of the Community Services Block Grant.

SUMMARY

The California Department of Community Services and Development requires that each Community Action Agency adopt a written Community Action Plan (CAP), which establishes local policies for the administration of the program. The proposed plan serves as a roadmap demonstrating how Community Services Block Grant (CSBG) eligible entities plan to deliver CSBG services for two years.

DISCUSSION

The Community Action Plan (CAP) serves as a two (2) year roadmap demonstrating how Community Services Block Grant (CSBG) agencies plan to deliver CSBG services. The CAP identifies and assesses poverty related needs and resources in the community and establishes a detailed plan, goals and priorities for delivering those services to individuals and families most affected by poverty. CSBG funds may be used to support activities that assist low-income families and individuals, homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families by removing obstacles and solving problems that block the achievement of self-sufficiency. Community Action Plans must comply with Organizational Standards and state and federal laws.

The Board-approved CAP must be submitted to the state by June 30th. Should the Board choose not to approve the CAP at today's meeting, in some form or another, it may impact the County's CSBG eligibility.

ALTERNATIVES

The Board could choose not to approve the revisions to the Community Action Plan as submitted or the

Board could direct specific changes. Should the Board choose not to approve the CAP at this meeting it may impact the County’s CSBG eligibility.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the public notice and the Clerk of the Board has a copy on file. This recommendation has been reviewed by the County Administrative Office.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Draft CAP	6/20/2019	Draft CAP

2020-2021 Community Action Plan

California Department of Community Services and Development

Community Services Block Grant



Submitted by:

Shasta County Community Action Agency



Contents

Purpose	3
Compliance with CSBG Organizational Standards	3
State Assurances	3
Federal Assurances and Certification	3
2020/2021 Community Action Plan Checklist	4
Cover Page and Certification	5
Vision and Mission Statement	6
Tripartite Board of Directors	6-7
Documentation of Public Hearing(s)	8
Community Needs Assessment	9
Community Needs Assessment Process	10-15
Community Needs Assessment Results	15-17
Service Delivery System	18-23
Linkages and Funding Coordination	23-28
Monitoring	29-29
Data Analysis and Evaluation	30-31
Appendix A	32
Organizational Standards	32-33
Appendix B	34
State Assurances	34
Appendix C	35
Federal Assurances and Certification	35-37
Appendices (Optional)	38

Purpose

The Community Action Plan (CAP) serves as a two (2) year roadmap demonstrating how Community Services Block Grant (CSBG) agencies plan to deliver CSBG services. The CAP identifies and assesses poverty related needs and resources in the community and establishes a detailed plan, goals and priorities for delivering those services to individuals and families most affected by poverty. CSBG funds may be used to support activities that assist low-income families and individuals, homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families by removing obstacles and solving problems that block the achievement of self-sufficiency. Community Action Plans must comply with Organizational Standards and state and federal laws, as outlined below.

Compliance with CSBG Organizational Standards

As described in the Office of Community Services (OCS) [Information Memorandum \(IM\) #138 dated January 26, 2015](#), CSBG agencies will comply with implementation of the Organizational Standards. CSD has identified the Organizational Standards that provide guidance for the development of a comprehensive Community Needs Assessment. The following is a list of Organizational Standards that will be met upon completion of the CAP and CNA. This section is informational only, and narrative responses are not required in this section. Agencies are encouraged to utilize this list as a resource when completing Organizational Standards annually (Appendix A).

State Assurances

As required by the CSBG Act, Public Law 105-285, states are required to submit a state plan as a condition to receive funding. Information provided in the CAP by agencies is included in California's State Plan. Alongside Organizational Standards, the state will be reporting on [State Accountability Measures](#) in order to ensure accountability and improve program performance. The following is a list of state assurances that will be met upon completion of the CAP. This section is informational only, and narrative responses are not required in this section (Appendix B).

Federal Assurances and Certification

Public Law 105-285, s. 676(b) establishes federal assurances agencies are to comply with. CSD, in its state plan submission, provides a narrative describing how the agencies in California will comply with the assurances. By completing and submitting this Community Action Plan, your agency certifies that it will comply with all Federal Assurances and any other laws, rules, and statutes in the performance of the activities funded through this grant. [\(Federal Assurances can be found in the CSBG Act Section 676\)](#)

The following is a list of federal assurances that will be met upon completion of the CAP. This section is informational only, and narrative responses are not required in this section (Appendix C).

2020/2021 Community Action Plan Checklist

The following is a check list of the components to be included in the CAP. The CAP is to be received by CSD no later than June 30, 2019:

- ☒ **Cover Page and Certification**
- ☒ **Vision Statement**
- ☒ **Mission Statement**
- ☒ **Tripartite Board of Directors**
- ☒ **Documentation of Public Hearing(s)**
- ☒ **Community Needs Assessment**
- ☒ **Community Needs Assessment Process**
- ☒ **Community Needs Assessment Results**
- ☒ **Service Delivery System**
- ☒ **Linkages and Funding Coordination**
- ☒ **Monitoring**
- ☒ **Data Analysis and Evaluation**
- ☒ **Appendices (Optional)**

**COMMUNITY SERVICES BLOCK GRANT (CSBG)
2020/2021 Program Year Community Action Plan
Cover Page and Certification**

Submission Date: June 30, 2019

Agency Contact Person Regarding the Community Action Plan:

Name:	Laura Burch
Title:	Director of Housing & Community Action Agency
Phone:	(530) 225-5182
Email:	LBurch@co.shasta.ca.us

Certification of Community Action Plan and Assurances

The undersigned hereby certify that this agency complies with the Assurances and Requirements of this FFY 2020/2021 Community Action Plan (CAP) and the information in this CAP is correct and has been authorized by the governing body of this organization.

Leonard Moty, Chairman		
Board Chair (printed name)	Board Chair (signature)	Date

Laura Burch		
Executive Director (printed name)	Executive Director (signature)	Date

**Certification of ROMA Trainer
(If applicable)**

The undersigned hereby certifies that this organization's Community Action plan and strategic plan document the continuous use of the full Results Oriented Management and Accountability (ROMA) cycle or comparable system (assessment, planning, implementation, achievement of results, and evaluation).

Lucy Hernandez		
NCRT/NCRI (printed name)	NCRT/NCRI (signature)	Date

CSD Use Only:

Date CAP Received:	Date Accepted:	Accepted By:

Vision and Mission Statement

Enter narrative responses in the text box below. Text box will expand as narrative is entered. The boxes have been formatted to 12-point Arial font with 1.5 spacing. Do not alter the font or spacing. Answers must address the following:

1. Vision Statement

Provide your agency's Vision Statement below

Providing community leadership through partnerships to improve quality of life and economic vitality.

2. Mission Statement

Provide your agency's Mission Statement below:

Shasta County Community Action Agency provides leadership, advocacy, and services assisting low-income and disadvantaged persons to achieve self-sufficiency.

Tripartite Board of Directors

(Organizational Standards 5.1, 5.2, CSBG Act Section 676(b) (10))

Section 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that *“fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities.”*

1. Describe your agency's procedures for establishing adequate board representation under which a low-income individual(s), community organization, religious organizations, or representative of low-income individuals that considers its organization or low-income individuals to be inadequately represented on the board (or other mechanism) of the agency to petition for adequate representation. Please place emphasis on the *low-income individuals* on your board.

(Organizational Standards 5.2, CSBG Act Section 676(b) (10))

The Shasta County Community Action Agency has a 12-member tripartite board. Four members are representatives or designees of the public sector (elected officials or city council), four members are representatives of the private sector (business, faith-based organization, non-profit) and four are representatives of the low-income community (low-income resident or a representative of the low-income/vulnerable population), this allows for a better perspective of issues and solutions. The agency adheres to the CSBG requirement of a Tripartite board composition to administer funding

effectively on behalf of the County of Shasta's low-income and vulnerable residents. Board officials are selected on an annual basis during the first meeting of the year, to ensure opportunities are provided to each sector representative to serve in the Chair and Vice-Chair positions.

The selection of low-income community action board members is attained through a democratic process. Individuals serving in this capacity are current low-income residents and/or represent this sector as a service provider (ex: non-profit staff/advocate). When there is a vacancy among the low-income sector, the seat is filled through community awareness, promotion and advertisement of the vacancy, as a recruitment method. Staff lead outreach efforts through flyers in communities, mailers through other low-income programs, announcement in food banks and posting of the board recruitment in locations where low-income services are provided. Individuals are encouraged to fill out an application, either electronically or on paper. Applications are presented to the existing Community Action Board (CAB) for recommendation by the public official (per the By-laws). Applicants are appointed by the CAB and scheduled for the next available "New Member Orientation Training", which is completed within 90 days of board appointment (in alignment to organizational performance standards).

2. Please describe how the individuals on your Advisory or Governing Board are involved in the decision-making process and participate in the development, planning, implementation and evaluation of programs funded under CSBG to meet the requirements listed above. (Organizational Standard 5.1)

The Community Action Board members are involved as the oversight body, assessing program outcomes, results, impact, in an effort to ensure the alignment of CSBG grant compliance, community action mission, purpose and the five-year strategic plan goals. The board provides strategic leadership to the Executive Director and Community Action Agency (CAA) staff, during board meetings. The board meets on a bi-monthly basis and receives program reports from CAA staff, updates on program implementation, new funding opportunities, leveraging of resources and development of partnerships to support local services for residents in Shasta County. The board agenda includes the 'organizational standards of the month' item, in which Shasta CAA organizational performance standards are reviewed, discussed and approved in order to be in compliance with CSBG requirements. The board is actively involved in the organizational performance standards review and provides direction to the staff on the development of policies and formalization of processes.

Documentation of Public Hearing(s)

California Government Code 12747(b)-(d) requires all agencies to conduct a public hearing in conjunction with their CAP. In pursuant with this Article, **agencies must prepare and present the completed CAP for public review and comment.** The public hearing process must be documented to include how the hearing was advertised and all testimony presented by the low-income and identify whether the concerns expressed by that testimony are addressed in the CAP.

The agency shall conduct at least one public hearing and provide for a public comment period.

Note: Public hearing(s) shall not be held outside of the service area(s)

The agency has made (or will make) the plan available for review using the following process:

☒ **Public Hearing**

Date: June 25, 2019

Location: 1450 Court St. #263, Redding, CA 96001

☒ **Public Comment Period**

Inclusive Dates for Comment: June 14, 2019-June 24, 2019

When and where was/will be the Public Hearing Notice(s) published or posted? List the dates and where below:

Date	Where (name of newspaper, website, or public place posted)
June 14, 2019	Record Searchlight, newspaper
June 14-25, 2019	https://www.co.shasta.ca.us/index/housing_index.aspx

***Submit a copy of published notice(s) with the CAP Application for documentation purposes**

Community Needs Assessment

Public law 105-285 requires the state to secure from each agency, as a condition to receive funding, a CAP which includes a Community Needs Assessment (CNA) for the community served. Additionally, state law requires each CSBG agency to develop a CAP that assess poverty-related needs, available resources, feasible goals and strategies, and that yields program priorities consistent with standards of effectiveness established for the program (*California Government Code 12747(a)*).

As part of the CNA process, each organization will analyze both qualitative and quantitative data to provide a comprehensive “picture” of their service area. To assist the collection of quantitative data, CSD has provided a link to a dashboard with the latest Census data with easily available indicators at the county level.

https://public.tableau.com/profile/benjamin.yeager#!/vizhome/Cap_Assessment/CAPData

The link gives agencies access to the five-year American Community Survey (ACS) data for every county in the state. By clicking on a county, the user will have access to quantitative data such as the poverty rate, median income information, and unemployment rate.

Helpful Resources		
United States Census Bureau Poverty Data click here	State of California Department of Justice Statistics by City and County click here	U.S. Department of Housing and Urban Development Homelessness Assistance click here
Employment Development Department Unemployment Insurance Information by County click here	California Department of Education Facts about California Schools Using DataQuest click here	California Department of Public Health Statistical Data click here
Bureau of Labor Statistics Labor Data click here	California Department of Finance Various Projections/ Estimates click here	Community Action Partnership Community Action guide to develop a CNA click here
A Comprehensive Community Needs Assessment (CCNA) Tool Statistical Data to assist CNA development click here		

Community Needs Assessment Process

(Organizational Standards 1.1, 1.2, 1.3, 2.2, 3.2, 3.3, 3.4, 3.5)

The Community Needs Assessment (CNA) captures the problems and conditions of poverty in the agency's service area based on objective, verifiable data and information gathered through various sources. Identified problems and conditions must be substantiated by corroboration through public forums, customer questionnaires, surveys, statistical data, evaluation studies, key informants, and/or other reliable sources. The CNA should be comprehensive and serve as the basis for the agency's goals, and program delivery strategies as reported on the CSBG Annual Report and the CNA should describe local poverty-related needs and be used to prioritize eligible activities offered to low-income community members over the next two (2) years.

Please indicate which combination of activities were used in complete the CNA, including when and how these activities occurred in the spaces below. If the activity was not used, please type N/A or Not Used.

Focus Groups	
Asset Mapping	
Surveys	March 15 th to April 15 th 2019
Community Dialogue	
Interviews	
Public Records	Public Notice: June 14-June 25, 2019

Date of most recent completed CNA:

May 18, 2019

Date CNA approved by Tripartite Board (most recent):

(Organizational Standard 3.5.)

June 19, 2019

1. Describe the causes and conditions that contribute to poverty affecting the community in your service area.
(Organizational Standard 3.4)



Shasta County is located in Northern California, the county occupies the northern reaches of the Sacramento Valley, with over 3,775 square miles of land and portions extending into the southern reaches of the Cascade Range. The county seat is Redding, California. The county consists of approximately 177, 223 in total population according to the U.S. Census Bureau. A total of 17.5% of the population lives in poverty in comparison to the state 15.8% rate, and the population is steadily growing over the past several decades. Shasta County faces a housing shortage leading to over 50% of the residents paying over 35% of their income towards rent, in a county that housing access was impacted further by the recent natural disaster, the Carr Fire (2018).

The Shasta County Community Action Agency (SCCAA) has identified the most impactful issues affecting the region with respect to poverty which must be addressed to lower the level of poverty in Shasta County. According to the 2018, NorCal Continuum of Care Point-in-time (PIT) count a total of 706 individuals from 601 households self-identified as homeless, in which 42 children were reported, and 52% of the individuals reported themselves as chronically-homeless, an increase from 32% in 2016 PIT. By addressing the following issues, families and individuals will start to move towards a more self-sufficient life style. Shasta County CAA is committed to improve access to housing and reduction of homelessness in the county, by serving as the lead agency of the NorCal CoC (CA-516), the Regional Continuum of Care encompassing the following counties: Shasta, Del Norte, Lassen, Plumas, Sierra, Siskiyou and Modoc.

Homelessness

Historically, homeless funding in the region has supported homeless services to keep individuals and families housed through emergency shelters, one-time rent payments, subsidized housing programs and utility assistance provided by various non-profits within the county. With the increase in housing

costs, stagnant wages, and businesses closing within the county, homelessness has been increasing slightly each year. Homeless prevention has lacked in the county as well as rapid-rehousing programs. Without funding for housing and case management, homeless individuals continue to pass through the doors of criminal justice system, drug/alcohol addiction programs, mental health assessments and are unable to secure stable living.

Based on the 2019 Community Needs Assessment- the top priority was Medical care, which was also the 2017 top priority among residents in Shasta County. Shasta County CAA is addressing this need by providing referrals to local hospitals and medical care providers. Unfortunately, we do not provide medical assistance or health-related programs. The second priority was Mental Health services. Shasta County CAA is addressing this need by providing referrals to Shasta County Mental Health and mental health care providers. Unfortunately, we do not employ mental health care staff nor provide behavioral programs. The third priority—homeless issues is a priority area for SCCAA and will continue working on the development of housing assistance programs, collaboratives to coordinate entry among local housing providers and rapid-rehousing efforts, to decrease homelessness in the county. The fourth priority- food assistance is an agency priority, however the agency does not provide direct food assistance programs. SCCAA is committed in serving as a lead agency in access to food collaboratives and support funding opportunities for local service providers to continue meeting this local need. The fifth priority- Access to Affordable Housing, along with priority three (homeless issues) will continue to be the agency's priority through service delivery in the county and via the utilization of CSBG funding to meet these two identified community priorities throughout 2020-2021.

Shasta County CAA has consistently focused their efforts on providing access to housing for low-income residents through various affordable and rapid-rehousing programs in Shasta County, therefore reducing the rate of homelessness in the region. The SCCAA and the Shasta County Housing Authority continue to operate housing programs from rental assistance, home-buyer assistance to helping low-income individuals obtain rehabilitation loans for their owner occupied homes.

1. Describe your agency's approach or system for collecting, analyzing, and reporting customer satisfaction data to the governing board. (Organizational Standard 1.3)

The Shasta Community Action Agency has an established customer satisfaction survey for all residents accessing community action programs. The customer satisfaction survey is collected and assessed by the management team, to address areas of improvement, implement new strategies or practices to support good customer service experience. The client's input is beneficial for on-going training of staff and to identify areas of improvement by the agency. The CAA staff report improvements of services during an annual agency report.

2. Describe how your agency collected and included current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for your service area.
(Organizational Standard 3.2)

Demographics

According to the U.S. Census Bureau, the estimated population of Shasta County for 2018 was 180,040; the 2000 total population of Shasta County was 163,256. This equals an increase of approximately 10% in 18 years. The 2018 Census Data Sets show the Elderly (65 and older) make up 20.3% of the population, compared to the California average of approximately 15.6%. An additional 19% growth in population is projected by 2022 with the elderly as the fastest growing segment. The 2018 population census rate shows that 51.0% of the population is female; 48% of Shasta County's population is male. The median age for residents in Shasta County is 42, respectively; considerably older than the California median age of 37.7. With the Baby Boom generation approaching retirement age, nowhere is that more evident than in Shasta County. In Shasta County, approximately 6% of the population are under 5 years of age, and approximately 21.5% of the population is 18 years or older.

Shasta County is ranked 52 out of 58 of California's counties in the percentage of children in low-income households. The data indicates that overall in Shasta County, 17% of families are living in poverty in comparison to the state rate of 13.3%. For those families with children less than 18 years old, the percentage increases to 21.3%.

According to the Self-Sufficiency Standard, which defines the amount of income necessary to meet basic needs (including taxes) without public subsidies (e.g., public housing, food stamps, Medicaid or child care) and without private/informal assistance (e.g., free babysitting by a relative or friend, food provided by churches or local food banks, or shared housing). The family types for which a Standard is calculated range from one adult with no children, to one adult with one infant, one adult with one preschooler, and so forth, up to three-adult families with six teenagers. Shasta County's

self-sufficiency standard for one-single adult is \$21,244 annually and a two-adult household with two school-age children needs \$47,578 in order to meet their basic needs, in comparison to the Federal Poverty level of \$12,490 for one-single adult and \$25,750 for a family of four. (Self-Sufficiency Standard Measure). The estimated number of Hispanic or Latino population (2018) countywide is 10.1% of the population. In 2000, the number of Hispanic or Latino population countywide was 5.5%, which has doubled in the last 18 years. White population has been decreasing consistently from 91.6% in 2014 to 88% as of 2018.

According to the EDD, unemployment in Shasta County is 4.9% which is still higher than California's rate of 3.9% and the difference is becoming larger than in past years due to the current natural disasters impacting our community businesses and availability of local affordable housing for the workforce in 2018 by the Carr Fire. (<https://data.edd.ca.gov/Labor-Force-and-Unemployment-Rates/Local-Area-Unemployment-Statistics-LAUS/-e6gw-gvii>)

There are an estimated 79,194 housing units (2018) with an average density of 19.9 per square mile. There are an estimated 70,486 households in the County, of which 26.4% have children under the age of 18 living with them, 49% are married couples living together, 12.2% have a female householder with no husband present, single individuals make up 25.9% of all households, and 30.8% of households have one or more people 65 years and older. The average household size is 2.49.

3. Briefly summarize the type of both qualitative and quantitative data collected and analyzed as part of the needs assessment process.
(Organizational Standard 3.3)

The Community Needs Assessment (CNA) was distributed within the county through emails to partner agencies to distribute, hard copies were provided to walk-in clients and online website surveys were available to the general public. The survey was developed to capture both qualitative and quantitative data, to ensure the data is analyzed correctly. The survey was distributed for 30 days between March 15th to April 15th 2019. The hard copy surveys were provided by partner agencies and the Shasta CAA staff coordinated the retrieval of all surveys completed within the county. The data indicators captured city/town location, gender, age group, marital status, identification of special population (i.e., Veteran, Senior citizen), and the identification of their 3 top community priorities through a ranking order. The following five priorities were identified through the CNA.

Community Priorities 2019

Answered: 31 Skipped: 0

1

Medical Care

2

Mental Health

3

Homeless Issues

4

Food Assistance

5

Affordable Housing

4. Describe how the agency analyzes information collected from low-income individuals as part of the community needs assessment process.
(Organizational Standard 1.1, 1.2)

The Shasta County CAA (SCCAA) completes and/or collaborates with local institutions, organizations and collaboratives to conduct a community needs assessments every two years, to gather community input on local service(s) needs and gaps faced by low-income, vulnerable populations and service providers serving residents in the county. The community needs input/data are collected, analyzed and evaluated to utilize CSBG funds effectively in response to low-income household priorities for the next two-year CAP Plan service goals. The CAA staff and board members utilize the community needs assessment information, as a tool to develop a strategic approach in the designation of funding opportunities and priorities within Shasta County. SCCAA analyzes client input and responses through a customer survey, after services have been provided. The surveys are collected in an effort to assess program effectiveness and discussed during staff meetings. The input contributes towards program enhancements, process change(s) and on-going outcome evaluation for CAA programs.

Community Needs Assessment Results

(Organizational Standard 3.4, 4.2, 4.3, CSBG Act Section 5.76(b)(12))

Needs Table

Needs Identified	Integral to Agency Mission (Yes/No)	Currently Addressing (Yes/No)	Agency Priority (Yes/No)
Medical Care	Yes	No	No

Mental Health	Yes	No	No
Homeless Issues	Yes	Yes	Yes
Food Assistance	Yes	Yes	Yes
Affordable Housing	Yes	Yes	Yes

Needs Identified: list the needs identified in your most recent Needs Assessment.

Integral to Agency Mission: indicate yes/no if the identified need aligns with your agency mission.

Currently Addressing: indicate yes/no if your agency is already addressing the identified need.

Agency Priority: indicate yes/no if the identified need will be addressed either directly or indirectly.

For needs marked “no” in “Agency Priority”, please describe how the gap was identified, (CNA, surveys, focus groups, etc.) and why the gap exists (Federal rules, state rules, lack of funding/resources, etc.) Explain how your agency plans to coordinate services and funding with other organizations to address these service gaps. Include how you ensure that funds are not used to duplicate services. If you will not be coordinating services to address the service gaps, please explain why.

(CSBG Act Section 676b(3)(B),(5), State Assurance 12760)

The Shasta CAA specializes in housing programs and services for the county, in addition leverages Shasta County Housing Authority programs, in order to offer an array of critical services housing programs as indicated to be a need via the community needs assessment-top five priorities. Homeless Issues and Affordable Housing are two community priorities the agency is able to provide effectively through coordinated-entry efforts and direct service model. Medical Care and Mental Health services are vital for our residents, and therefore the agency has established a partnership with local hospitals, clinics and behavioral health departments within the Shasta County Health & Human Services Agency. The agency will continue to formalize partnerships to ensure resource and referral services are provided to clients needing to access medical and mental health programs.

Priority Ranking Table

Agency Priorities	Description of programs/services /activities	Community/Family & Individual	Indicator/Service Category (CNPI, FNPI, SRV)
1. Medical Care	Resource & Referral to local hospitals, clinics and Shasta Co. Health & Human Services for Medi-Cal/CMSP enrollment.	Individual	SRV 7c
2. Mental Health	Resource & Referral to Behavioral Health & Shasta Co. Health &	Individual	SRV 7c

	Human Services; local counselors		
3. Homeless Issues	Tenant Based Rental Assistance (TBRA), Housing Choice Vouchers (HCV), Veterans Affairs Supportive Housing Vouchers (VASH), Family Unification Program Vouchers (FUP), Mainstream Vouchers and Continuum of Care (CoC).	Community Family Individual	FNPI 4 SRV 4m SRV 4n
4. Food Assistance	Resource & Referral to Emergency Food & Shelter Program & network/collaborative	Individual	SRV 7c
5. Affordable Housing	Owner occupied rehabilitation loans, Down Payment Assistance Loans, Referrals to other local Housing Assistance providers (SHHIP, CHIP, USDA Rural development)	Community Family Individual	FNPI 4 SRV 4o SRV 4q

Agency Priorities: Stack rank your agency priorities with the top priority ranking #1.

Description of programs/services/activities: Briefly describe the program, service or activity that your agency will directly provide to address the need. Identify the number of clients to be served or the number of units offered, including timeframes for each.

Community/Family & Individual: Identify if the need is community, or family/individual level.

Indicator/Service Category (CNPI, FNPI, SRV): Indicate which indicator or service will be reported in annual report.

Reporting Strategies Table

Indicator/ Service Category (CNPI, FNPI, SRV)	Measurement Tool	Data Source, Collection Procedure, Personnel	Frequency of Data Collection and Reporting
SRV 7c	Front desk resource & referral log; referral forms	Front desk receptionist tracks client log for resource & referral	Daily; time of intake
FNPI 4 SRV 4m SRV 4n	Intake application; eligibility packet; landlord documentation; 3 rd party verifications; rental agreement/lease	Shasta Housing/CAA staff-client file; collection of eligibility and verifications at intake appointments & follow-ups	Time of intake, appointments, recertifications, and exit interview

FNPI 4 SRV 4o SRV 4q	Intake application; eligibility packet; landlord documentation; 3 rd party verifications; rental agreement/lease	Shasta Housing/CAA staff- client file; collection of eligibility and verifications at intake appointments and follow-ups	Time of intake, appointments, recertifications, and exit interview
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Indicator/Service Category: Refer to Indicator/Service Category in last column of the Priority Ranking Table.

Measurement Tool: Identify the type of tool used to collect or measure the outcome.

Data Source, Collection Procedure, Personnel: Describe the source of data, how it is collected, and staff assigned to the task(s). Be specific and provide detail for activity both internal and external to the agency.

Frequency of Data Collection and Reporting: Describe how often data is collected and reported internally and externally. Include documentation available.

Service Delivery System

(CSBG Act Section 676(b)(3)(A))

1. Describe the overall Service Delivery System for services provided with CSBG funds and describe how your agency's services enhance and/or differ from those offered by other providers, i.e. bundled services— please include specific examples

The Community Action Director's position is funded by CSBG, which in-turn administers both the Shasta Co. CAA and the Shasta Co. Housing Authority, therefore leverages both departments to offer bundled housing services for low-income individuals and families. The agency promotes referrals for emergency services such as food banks and shelter, as well as referrals for other services such as medical care, mental health assistance, substance abuse, child-care, clothing distribution, and transportation issues. An example of programs offered through a bundled approach:

Administered by the Shasta County Housing Authority

- Housing Choice Voucher (HCV)-HCV, regular section 8 voucher.
- Family Unification Program (FUP)-FUP vouchers are for families who have a case plan with Child Welfare and have to obtain housing in order to get their kids returned to the home. Child Welfare can make a referral to the Housing Authority if the family needs to secure housing before Child Welfare will return the children home.
- Tenant Protection- Tenant Protection vouchers are vouchers meant to ensure there is no displacement of low-income residents as a result in a tax credit property losing funding.
- Veterans Affairs Supportive Housing (VASH)- VASH vouchers are for homeless veterans who are referred to the Housing Authority from the local VA. The VASH vouchers are a referral only program. The VA has to declare the veteran homeless and then the VA makes the referral to

the Housing Authority. Veterans who receive a VASH voucher also receive case management through the local VA office. The goal the VASH vouchers is to help Veterans keep and maintain sustainable housing.

- Homeownership Vouchers- If a client is a current Family Self Sufficiency (FSS) participant; they can transition their regular Housing Choice Voucher to a Homeownership voucher. The client would have to qualify for a mortgage and purchase the home as their primary residence. The Housing Authority would pay a portion of their mortgage instead of a portion of their rent.
- Mainstream Vouchers- Vouchers for non-elderly disabled families (between the ages of 18-61) who are homeless, at risk of homelessness, transitioning out of an institution or at risk of institutionalization.
- Manufactured Home Vouchers- voucher would pay for space rent for a family who owns a manufactured home and has to pay space rent.
- Project Based Vouchers (PBV)- PBV vouchers are tied to the unit for a specific project. The voucher stays with the project and the Housing Authority always receives admin fees on the unit. If the tenant has lived in the PBV unit for one year and wants to move out the project, the tenant can receive a regular HCV voucher and move. The Housing Authority can project base up to 182 regular HCV vouchers and 80 VASH vouchers.

Total Number of Vouchers and Current Voucher Utilization

- The Shasta County Housing Authority administers 1026 vouchers (906 HCV, 6 FUP, 9 Tenant Protection, 80 VASH and 25 Mainstream) in Shasta, Siskiyou, Modoc and Trinity counties.
- In calendar year 2018 the Housing Authority received 50 new vouchers, 25 new VASH vouchers and 25 new Mainstream Vouchers.

Administered by the Shasta County Community Action Agency

- Owner Occupied Rehabilitation- Provides 0% interest, deferred payment loans to low income homeowners. Funding is used to bring home unit up to health, safety and local code standards. Maximum assistance loan is \$80,000.
- Down Payment Assistance- Provides low-interest, deferred payment loans to low income, first time homebuyers. Maximum assistance loan is \$80,000.

2. Please describe the agency's service delivery system. Include a description of your client intake process or system. Also specify whether services are delivered via direct services or subcontractors, or a combination of both.

The Shasta Community Action Agency provides direct housing services to the county residents. No subcontractors are utilized in the provision of services. CSBG is utilized for the agency's administrative and operational costs, therefore leveraging other funding entities through various programs, such as HUD, HCD, EF&SP, Regional HMIS contracts, local funding, and private donations by Redding Rancheria, Census 2020, and other housing-related funding sources. CSBG allows the agency to leverage approximately \$6M in program funds. Assessing eligibility will vary based on the funding entity requirements, due to the housing portfolio the CAA staff have the ability to screen clients and approve housing services through the most appropriate program based on the clients need. The agency primarily offers housing programs for the community in a local continuum of care services framework, addressing from emergency housing assistance through permanent housing programs. In addition, the agency leverages the Shasta County Housing Authority programs to offer a wide-array of housing options/services for low-income, vulnerable populations, veterans, seniors and displaced victims/survivors from the Carr Fire (2018). The Shasta communities received state-level relief funds through CSD, which awarded \$40K in disaster relief and recovery funds to the agency, to aid with gas, groceries and meals. These funds provided an opportunity for CAA staff to provide services to over 91 families/survivors of the fire and were able to enroll into additional housing programs, services, resources and helped meet their hardship needs.

The Agency consists of several housing programs, which is considered as the housing primary provider in the county. The intake process is as follows:

Intake Process for the Housing Choice Voucher program

Client comes into reception and can apply to the waiting list when it's open. If the waiting list is not open, client is referred to an eligible agency to see if the agency can refer them to the Tenant Based Rental Assistance program (TBRA). If the waiting list is open, client applies to the waiting list and goes into the waiting list lottery. Client waits on the waiting list until they come to the top, once the client comes to the top of the waiting list an eligibility packet is mailed to the client to start the eligibility process. Once the client is determined eligible, the client is issued a voucher to go find housing. Eligibility for the Housing Choice Voucher program consist of Housing Authority forms, income verifications, current bank statements, copy of the most recent tax return, child support twelve

payment history, rental agreement for their current unit, utility bill, or if they are homeless a homeless certification instead of the rental agreement and utility bill, ID card and social security card.

Intake Process for the Tenant Based Rental Assistance program

Client is referred from an eligible agency, the agency sends over the clients Housing Authority forms, income verification, 6 months of bank statements, child support payment history, child custody order, 3 years of tax transcripts, ID card, Social Security card. Once the TBRA caseworker receives the referral the caseworker gets third party verifications of income and bank statements. Once the client is determined eligible, they are issued a voucher to go find housing.

Referral from HCV to TBRA

If clients do not qualify for HCV because of criminal background or they are over income they are referred to the TBRA caseworker. The TBRA caseworker will send out a TBRA application for the client to complete and start the eligibility process with TBRA.

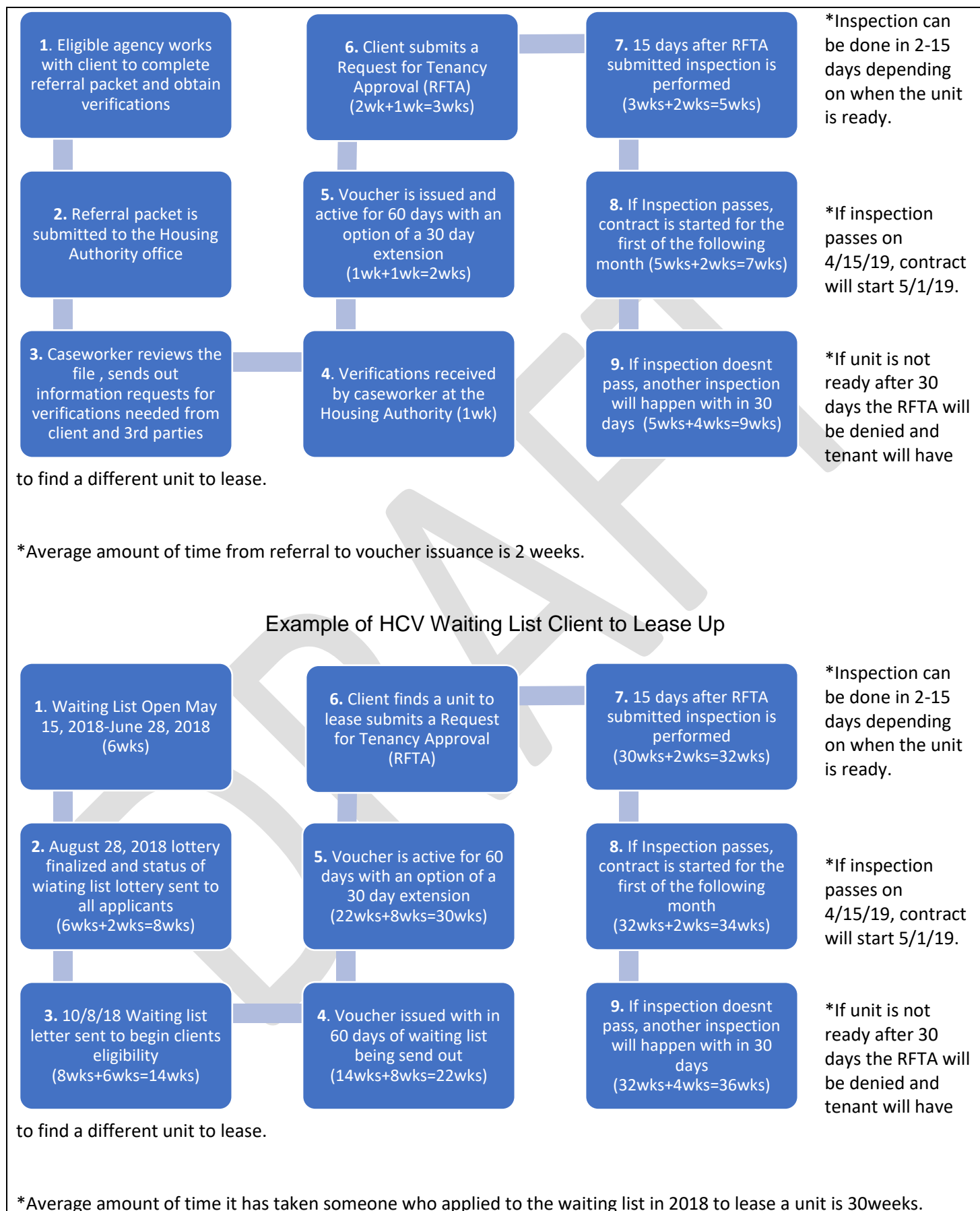
Referral from TBRA to HCV

Once the client has been on TBRA for twelve months, if they qualify for HCV the TBRA caseworker will make the referral to HCV to start the eligibility process to receive a Housing Choice Voucher.

Local Preferences for the Shasta County Housing Authority Waiting List

1. Families with dependents and families whose head, co-head or spouse is elderly and/or disabled who reside or work within the Housing Authority jurisdiction.
2. Families with dependents and families whose head, co-head or spouse is elderly and/or disabled who do not reside or work within the Housing Authority jurisdiction
3. Other applicants not described above, who reside or work within the Housing Authority jurisdiction.
4. Other applicants not described above who do not reside or work within the Housing Authority jurisdiction.
5. Housing deficient families who are referred from an eligible agency.

Example of Tenant-Based Rental Assistance



*The average is based on the majority of the clients leasing a unit within 30 days of receiving their voucher.

Step 5 would be 22wks +4wks=26wks

Step 7 would be 26wks+2wks=28wks

Step 8 would be 28wks+2wks=30wks

Intake Process for the Owner Occupies Rehabilitation Program

Borrower can visit reception to pick up an application package, or one can be mailed. The application is returned to our office and the borrower goes through an eligibility process, including third party verifications. After the household is determined eligible, the home is inspected to determine the work needed to be done. The application is taken to loan committee for approval, loan documents are signed, and a contractor bid tour is scheduled. The homeowner signs a contract with the selected construction contractor, and work begins.

Intake Process for the Down-payment Assistance Program

Borrower comes to reception to place name on waiting list and receive application. The application is returned to our office and the eligibility process is completed, including third party verifications. After the borrower is determined eligible, the eligibility letter is issued. The borrower then shops for a house and enters escrow to purchase their first home.

3. Please list your agency's programs/services/activities funded by CSBG, including a brief description, why these were chosen, how they relate to the CNA, and indicate the specific type of costs that CSBG dollars will support (examples: staff salary, program support, case mgmt., T/TA, etc.)

The Shasta County Community Action Agency utilizes CSBG funds for the following areas:

Administration- Director, fiscal and program manager staff salary

Operational Costs- Indirect, overhead costs, fringe benefits, travel and training/conference costs

The CSBG funds leverage approximately \$6M in housing programs, to include over 20 housing programs. The programs address one of the community needs assessment priorities of reducing homeless issues and access to affordable housing. The agency understands that housing is a broad community issue and will continue to leverage CSBG funding to offer additional housing options, access to new housing vouchers, homeowner and rehabilitation programs and expand regional housing projects.

Linkages and Funding Coordination

(Organizational Standards 2.1-2.4)

(CSBG Act Section 676b(1)(B), (1)(C), (3)(C), (3)(D), (4), (5), (6), (9))

(State Assurance 12747, 12760, 12768)

1. Describe how your agency coordinates funding with other providers in your service area. If there is a formalized coalition of social service providers in your service area, please list the coalitions by name, who participates, and methods used by the coalition to coordinate services/funding.

(Organizational Standard 2.1, CSBG Act Section 676(b)(1)(C),(3)(C))

CSBG funds allocated to Shasta County are leveraged at \$16.55 to \$1.00. Shasta County has maximized the CSBG funds in leveraging staff, programs and technology to best serve the local needs of residents. Shasta County CAA staff oversees and coordinates HOME, CDBG, Cal/HOME EFSP, Economic Development funds and works closely with local agencies and non-profits. Currently the CAA staff is working with local non-profit, for profit faith based and local government to develop a strategic plan to deal with the large number of transients that have begun to accumulate in the down town area. With citizen and community support the staff is involved in developing a coalition of resources to reach out to these individuals. As an administrator for the NorCal Coc, the CAA is the pass-through entity who offers state funding to the 7-county region through NOFA processes when funding is identified. The CAA acts as the lead agency of the CoC, administering funding to eligible/interested applicants. In 2018, the following entities received funding for 2017 ESG funds: Shasta County Health and Human Services Agency, United Way. Salvation Army and PCIRC and Faithworks, Shasta County Health and Human Services Agency, PCIRC, Hill Country Community Clinic, Del Norte County of Health and Human Services, Siskiyou Community Resource Collaborative and Lassen County Health and Human Services all received HEAP funding for a total distribution of \$2,732,127 throughout the region.

2. Provide information on any memorandums of understanding and/or service agreements your agency has with other entities regarding coordination of services/funding.

(Organizational Standard 2.1)

The CAA serves as staff and liaison to the Emergency Food and Shelter Program (EFSP), Community Action Agency advisory boards, as well as the lead agency for the NorCal Continuum of Care which covers Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou Counties. For FY 2019-20, the CAA is also serving as the lead agency for the local Complete Count Committee for the 2020 Census. Additionally, the CAA is the administrator for the Homeless Management Information System for a ten-county region. Which covers Glenn, Colusa, Trinity, Del Norte, Siskiyou, Modoc, Lassen, Plumas, Sierra and Shasta.

3. Describe how your agency utilizes information gathered from key sectors of the community:
 - a. Community-Based
 - b. Faith-Based
 - c. Private sector (local utility companies, charitable organizations, local food banks)
 - d. Public Sector (social services departments, state agencies)
 - e. Educational Institutions (local school districts, colleges)

Describe how your agency will coordinate and partner with other organizations in your service area. (Organizational Standard 2.2, CSBG Act Section 676(b)(3)(C), (9))

Shasta CAA is committed to the coordination of services both internal and external program and partnerships. Referrals are provided to agencies when necessary through our receptionist. The referrals include but not limited to: Cal/Works; VRC (Veterans Resource Center); HHSA (Mental Health, Public Health and Social Services); EFSP recipients; One Safe Place; ESG program providers, and more. Each of these programs works to reduce the stress and burden of poverty. Shasta CAA is committed to providing resources and participation of the development of integrated programs.

4. Describe how services are targeted to low income individuals and families and indicate how staff is involved, i.e. attend community meetings, I&R, etc. Include how you ensure that funds are not used to duplicate services.
(CSBG Act Section 676(b)(3)(C), 676(b)(9), State Assurance 12760)

The Community Action Agency's Executive Director is an Executive Board member of the Continuum of Care Committee (COC). The Shasta CAA currently administers and serves as the lead agency for the NorCal COC comprised of seven (7) counties, encompassing over 35 local non-profit, faith based organizations, community agencies, Law Enforcement and local governmental agencies that are focused on housing capacity within the region and deal primarily in serving the low-income and homeless residents in the region. The COC pools resources and reviews each participants needs to see if additional services can be provided and ensure there are no duplication of services, to ensure

each agency can utilize their limited resources to the fullest extent. CAA staff actively participate in community events, outreach efforts and provide presentations promoting community action housing programs in multiple communities among the county.

5. If your agency is a Migrant and Seasonal Farmworker (MSFW) agency, describe how you will coordinate plans and activities with other agencies funded by the department to avoid duplication of services and to maximize services for all eligible beneficiaries. If your agency is not a MSFW, please mark N/A.
(State Assurance 12768)

Not applicable.

6. Describe how your agency will leverage other funding sources and increase programmatic and/or organizational capacity. Describe your agency's contingency plan for potential funding reductions.
(State Assurance 12747)

Locally many programs are leveraged by CSBG funds, the reduction of funding would have a wide scale affect. Approximatley 6 million dollars are leveraged locally by CSBG, a 50% reduction would mean many of these funds would no longer be available. Shasta Community Action Agency has gone to great lengths to partner with non-profits and local organizations that have proven over the years to get the most out of every dollar, but with increased transportation cost and fees, if CSBG dollars were reduced, many agencies would no longer be able to provide their services and these organizations would be reliant on community donations. Internally, the Community Action Agency would not be able to operate as many programs and would be forced to reduce staff and sevicees. The agency is currently operating under a sustainability plan, by leveraging the Shasta Co. Housing Authority programs to leverage resources, funding, increase the ability to serve additional residents and internally keep operations in place to manage the increasing number of grants, which the agency has successfully applied and has secured new funding.

7. Describe how your agency communicates its activities and its results to the community, including how the number of volunteers and hours are documented.
(Organizational Standard 2.3, 2.4)

The Shasta Community Action Agency provides community presentations to local providers, stakeholders, volunteers and partners to promote program services available to reduce poverty in Shasta County. The agency partners with local providers in an effort to share data and outcomes to promote awareness of CSBG funded or leveraged programs for the community. An annual report is presented to the Community Action board and city council meetings in various cities/towns in Shasta County. Volunteers are encouraged to participate in the agency and proper documentation is maintained for reporting requirements.

8. Describe how your agency will address the needs of youth in low-income communities through youth development programs and promote increased community coordination and collaboration in meeting the needs of youth. Describe how your agency will contribute to the expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as: programs for the establishment of violence-free zones that would involve youth development and intervention models like youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs.
(CSBG Act Section 676(b)(1)(B))

Drug education among our youth has substantially decreased over the past decade. Many people attribute our increased drug use to lack of drug education in our schools. Emergency interventions, supportive services and drug education can reduce negative behaviors of teens suffering from depression, family issues, and peer pressure amongst friends and classmates. Mentoring support and education can help provide teens with the tools needed to successfully transition to adulthood while making healthy decisions. Our agency refers callers to Shasta County Office of Education, CalWORKs, Adolescent Family Life Planning and other local organizations supporting youth programs/services.

9. Describe how your agency will provide employment and training activities. If your agency uses CSBG funding to provide employment and training services, describe the coordination of employment and training activities as defined in Section 3 of the Workforce and Innovation and Opportunity Act [29 U.S.C. 3102]. (CSBG Act Section 676(b)(5))

Shasta CAA works closely to coordinate and support programs through the EDD and SMART resource center. We refer clients to these agencies for employment services while working with local economic development organizations for increase employment through internal funding. Shasta CAA has been committed to increasing funding resources to local businesses by providing small business loans which enables these businesses to expand production or capacity and hire new employees.

10. Describe how your agency will provide emergency supplies and services, nutritious foods, and related services to counteract conditions of starvation and malnutrition among low-income individuals.
(CSBG Act Section 676(b)(4))

Food continues to be an identified need for Shasta County. Emergency food distribution is provided through the Shasta Senior Nutrition Program, which includes both on site and home deliveries when appropriate, People of Progress, Salvation Army, Good News Rescue Mission, Anderson Cottonwood Christian Assistance and the Living Hope Compassion Ministries all partner to feed the needy. This agency also administers the Emergency Food and Shelter Program for all of Shasta County.

11. Describe how your agency will ensure coordination between antipoverty programs in each community in the State, and ensure where appropriate, that the emergency energy crisis intervention programs under title XVI (relating to low-income home energy assistance) are conducted in the community.
(CSBG Act Section 676(b)(6))

Shasta County CAA operates the HOME, Cal/HOME and CDBG housing rehabilitation program. We also work closely with SHIPP to refer local home owners in weatherization. SHIPP currently receives LIHEAP funding as well as DOE WAP funding in Shasta County. Referrals are made to Salvation Army as well for those who need assistance paying one-month utility bill.

12. Describe how your agency will use funds to support innovative community and neighborhood-based initiatives, which may include fatherhood and other initiatives, with the goal of strengthening families and encouraging effective parenting.
(CSBG Act Section 676(b)(3)(D))

Currently the Shasta County Housing and Community Action Agency works with the Shasta County Housing Authority to help families achieve self-sufficiency through the Family Self Sufficiency (FSS) Program and the Family Unification Program (FUP). The FSS program can assist families in purchasing homes, vehicles, paying for school and job training. The Family Unification Program is to promote family unification by providing Housing Choice Vouchers (HCVs) to families for whom the lack of adequate housing is the primary factor in separation, or the threat of imminent separation, of children from their families.

Monitoring

(CSBG Act Section 678D(a)(1)(B))

1. Describe your agency's specific monitoring activities and how they are related to establishing and maintaining the integrity of the CSBG program, including your process for maintaining high standards of program and fiscal performance.

Each year in January an evaluation is completed with staff to identify how funding is being spent, if milestones are being met, and if staff duties need to be reorganized in order to meet milestone or to meet program objectives. In July each year, the fiscal year budget for the department as a whole is implemented.

- Case Files are reviewed and approved by Supervisors
- Program Reports are assessed at Community Action Board meetings
- Annual Reports/data are assessed by staff and management to evaluate performance and identify additional opportunities or gaps to secure funding.

2. If your agency utilizes subcontractors, please describe your process for monitoring the subcontractors. Include the frequency and type (i.e., onsite, desk review, or both)

Not applicable, no subcontractors.

3. Describe how your agency ensures that cost and accounting standards of the Office of Management and Budget (OMB) are maintained.
(CSBG Act Section 678D(a)(1)(B))

As a division of County government, the CAA complies with Office of Management and Budget cost and accounting standards, which are monitored and enforced by the Shasta County Auditor-Controller and through the annual single audit.

Data Analysis and Evaluation

(Organizational Standards 4.3, 4.4)

(CSBG Act Section 676(b)(12))

1. Describe your methods for evaluating the effectiveness of programs and services, including the frequency of evaluations.
(Organizational Standard 4.3)

Staff uses outcome-based monitoring and evaluation. Grants are applied for based on need within the community at the time the application is due to the funding source. At the time the grant is received, a program is developed and implemented. Program evaluations are completed annually in January. Funding opportunities are conducted each time a funding source releases an application for funds.

2. Describe how your agency ensures that updates on the progress of strategies included in your CAP are communicated to your board annually.
(Organizational Standard 4.4)

The CAA staff provide program reports and updates to the board on a bi-monthly basis, to address program results, deliverables are being met, outcomes and leveraging of resources are shared. The programs are assessed by the Community Action board and strategic direction is provided. The program strategies are reviewed, assessed and evaluated through program reports and documented on the board minutes.

3. Provide 2-3 examples of changes made by your agency to improve service delivery to enhance the impact for individuals, families, and communities with low-incomes based on an in-depth analysis of performance data.
(CSBG Act Section 676(b)(12))

- 1) The Shasta CAA has been selected to serve as the Lead Agency for the NorCal Continuum of Care, encompassing a total of 7 rural counties. The Shasta CAA is responsible for the Homeless Management Information System (HMIS) administration for the regional CoC, for ten counties, and is responsible for the coordination of multi-million HUD grants and housing projects. This new improvement will allow for regional housing capacity to increase and coordination among the seven counties to strengthen a coordinated entry and collective impact framework.
- 2) The Director of Shasta Housing & Community Action Agency is responsible for the Housing Authority of Shasta County and will begin to leverage both departments housing programs with CSBG funds, to increase integration of services, match opportunities, leveraging of funding and maximize housing opportunities for low-income residents and vulnerable populations (i.e., seniors, veterans, disabled etc.) The two departments will work closely , share staff, cross-train, regionalize HUD programs, in an effort to serve as the county's one-stop housing agency.

Appendix A

Organizational Standards

MAXIMUM FEASIBLE PARTICIPATION

CATEGORY ONE: CONSUMER INPUT AND INVOLVEMENT

Standard 1.1 The organization/department demonstrates low-income individuals' participation in its activities.

Standard 1.2 The organization/department analyzes information collected directly from low-income individuals as part of the community assessment.

Standard 1.3 The organization/department has a systematic approach for collecting, analyzing, and reporting customer satisfaction data to the governing board.

CATEGORY TWO: COMMUNITY ENGAGEMENT

Standard 2.1 The organization/department has documented or demonstrated partnerships across the community, for specifically identified purposes; partnerships include other anti-poverty organizations in the area.

Standard 2.2 The organization/department utilizes information gathered from key sectors of the community in assessing needs and resources, during the community assessment process or other times. These sectors would include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.

Standard 2.3 The organization/department communicates its activities and its results to the community.

Standard 2.4 The organization/department documents the number of volunteers and hours mobilized in support of its activities.

CATEGORY THREE: COMMUNITY ASSESSMENT

Private Agency - Standard 3.1: Organization conducted a community assessment and issued a report within the past 3-year period.

Public Agency - Standard 3.1: The organization/department conducted a community assessment and issued a report within the past 3-year period, if no other report exists.

Standard 3.2: As part of the community assessment the organization/department collects and analyzes both current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for their service area(s).

Standard 3.3: The organization/department collects and analyzes both qualitative and quantitative data on its geographic service area(s) in the community assessment.

Standard 3.4: The community assessment includes key findings on the causes and conditions of poverty and the needs of the communities assessed.

Standard 3.5: The governing board or tripartite board/advisory body formally accepts the completed community assessment.

VISION AND DIRECTION

CATEGORY FOUR: ORGANIZATIONAL LEADERSHIP

Standard 4.2: The organization's/department's Community Action Plan is outcome-based, anti-poverty focused, and ties directly to the community assessment.

Standard 4.3: The organization's/department's Community Action Plan and strategic plan document the continuous use of the full Results Oriented Management and Accountability (ROMA) cycle. In addition, the organization documents having used the services of a ROMA-certified trainer (or equivalent) to assist in implementation.

Standard 4.4: The tripartite board/advisory body receives an annual update on the success of specific strategies included in the Community Action Plan.

CATEGORY FIVE: BOARD GOVERNANCE

Standard 5.1: The organization's/department's tripartite board/advisory body is structured in compliance with the CSBG Act

Standard 5.2: The organization's/department's tripartite board/advisory body either has:

1. Written procedures that document a democratic selection process for low-income board members adequate to assure that they are representative of the low-income community, or
2. Another mechanism specified by the State to assure decision-making and participation by low-income individuals in the development, planning, implementation, and evaluation of programs.

Appendix B

State Assurances

[California Government Code 12747](#) (a): Community action plans shall provide for the contingency of reduced federal funding.

[California Government Code § 12760](#): CSBG agencies funded under this article shall coordinate their plans and activities with other agencies funded under Articles 7 (commencing with Section 12765) and 8 (commencing with Section 12770) that serve any part of their communities, so that funds are not used to duplicate particular services to the same beneficiaries and plans and policies affecting all grantees under this chapter are shaped, to the extent possible, so as to be equitable and beneficial to all community agencies and the populations they serve.

[California Government Code §12768](#): Migrant and Seasonal Farmworker (MSFW) entities funded by the department shall coordinate their plans and activities with other agencies funded by the department to avoid duplication of services and to maximize services for all eligible beneficiaries.

Appendix C

Federal Assurances and Certification

CSBG Services

676(b)(1)(A) *The State will assure “that funds made available through grant or allotment will be used –*

(A) to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families, and a description of how such activities will enable the families and individuals—

- (i) to remove obstacles and solve problems that block the achievement of self-sufficiency, (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);*
- (ii) secure and retain meaningful employment;*
- (iii) attain an adequate education, with particular attention toward improving literacy skills of low-income families in the communities involved, which may include carrying out family literacy initiatives;*
- (iv) make better use of available income;*
- (v) obtain and maintain adequate housing and a suitable environment;*
- (vi) obtain emergency assistance through loans, grants or other means to meet immediate and urgent family individual needs; and*
- (vii) achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;*
- (I) document best practices based on successful grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;*
- (II) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;*

Needs of Youth

676(b)(1)(B) *The State will assure “that funds made available through grant or allotment will be used-*

(B) to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as--

- (i) programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs); and*
- (ii) after-school child care programs;*

Coordination of Other Programs

676(b)(1)(C) *The State will assure “that funds made available through grant or allotment will be used to make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts*

Eligible Entity Service Delivery System

676(b)(3)(A) *a description of the service delivery system, for services provided or coordinated with funds made available through grants made under section 675C9(a), targeted to low-income individuals and families in communities within the State*

Eligible Entity Linkages – Approach to Filling Service Gaps

676(b)(3)(B) *a description of “how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultations.”*

Coordination of Eligible Entity Allocation 90 Percent Funds with Public/Private Resources

676(b)(3)(C) *a description of “how funds made available through grants made under 675C(a) will be coordinated with other public and private resources.”*

Eligible Entity Innovative Community and Neighborhood Initiatives, Including Fatherhood/Parental Responsibility

676(b)(3)(D) *a description of “how the local entity will use the funds [made available under 675C(a)] to support innovative community and neighborhood-based initiatives related to the purposes of this subtitle, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging parenting.”*

Eligible Entity Emergency Food and Nutrition Services

676(b)(4) *“An assurance that eligible entities in the State will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.”*

State and Eligible Entity Coordination/linkages and Workforce Innovation and Opportunity Act Employment and Training Activities

676(b)(5) *“An assurance that the State and eligible entities in the State will coordinate, and establish linkages between, governmental and other social services programs to assure the effective delivery of such services, and [describe] how the State and the eligible entities will coordinate the provision of employment and training*

activities, as defined in section 3 of the Workforce Innovation and Opportunity Act, in the State and in communities with entities providing activities through statewide and local workforce development systems under such Act.”

State Coordination/Linkages and Low-income Home Energy Assistance

676(b)(6) *“An assurance that the State will ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under title XXVI (relating to low-income home energy assistance) are conducted in such community.”*

Coordination with Faith-based Organizations, Charitable Groups, Community Organizations

676(b)(9) *“An assurance that the State and eligible entities in the State will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations.”*

Eligible Entity Tripartite Board Representation

676(b)(10) *“An assurance that “the State will require each eligible entity in the State to establish procedures under which a low-income individual, community organization, or religious organization, or representative of low-income individuals that considers its organization, or low-income individuals, to be inadequately represented on the board (or other mechanism) of the eligible entity to petition for adequate representation.”*

Eligible Entity Community Action Plans and Community Needs Assessments

676(b)(11) *“An assurance that the State will secure from each eligible entity in the State, as a condition to receipt of funding by the entity through a community services block grant made under this subtitle for a program, a community action plan (which shall be submitted to the Secretary, at the request of the Secretary, with the State plan) that includes a community-needs assessment for the community served, which may be coordinated with community-needs assessments conducted for other programs.”*

State and Eligible Entity Performance Measurement: ROMA or Alternate system

676(b)(12) *“An assurance that the State and all eligible entities in the State will, not later than fiscal year 2001, participate in the Results Oriented Management and Accountability System, another performance measure system for which the Secretary facilitated development pursuant to section 678E(b), or an alternative system for measuring performance and results that meets the requirements of that section, and [describe] outcome measures to be used to measure eligible entity performance in promoting self-sufficiency, family stability, and community revitalization.”*

Appendices (Optional)

All appendices should be labeled as an appendix (i.e., Appendix A: Community Survey Results) and submitted with the CAP. Appendices will be added after final BOS approval on June 25th 2019 (all documentation)

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 25, 2019

CATEGORY: Scheduled Hearings - Public Works-7.

SUBJECT:

CSA No. 8-Palo Cedro Sewer Fee Ordinance

DEPARTMENT: Public Works

County Service Area No. 8-Palo Cedro Water and Sewer

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions on behalf of County Service Area (CSA) No. 8-Palo Cedro Water and Sewer: (1) Conduct a public hearing to consider adopting an ordinance which establishes connection and inspection fees for CSA No. 8-Palo Cedro Sewer; (2) close the public hearing; and (3) introduce and waive the reading of an Ordinance of the Board of Supervisors of the County of Shasta County Service Area No. 8-Palo Cedro Water and Sewer, Setting Forth Charges and Fees for Various Services.

SUMMARY

Updated sewer connection fees are proposed for CSA No. 8-Palo Cedro.

DISCUSSION

County Service Area No. 8-Palo Cedro (CSA) provides sewer service to 244 customers with 406 Household Equivalents (HE) in downtown Palo Cedro.

In the 1980's, septic problems arose in the downtown area. A sewer system was required but residents opposed any discharge to Cow Creek. Engineers devised an alternative configuration involving pumping and land application. The collection system drains to a pump station behind Junction School. Sewage is pumped up to a treatment and disposal area on Stillwater Plains, near Redding Airport. This system avoids direct discharge but has inherent limitations. The Wastewater Treatment Plant (WWTP) was sized only to serve existing customers. In 1995, Foothill High School annexed to the CSA and funded a WWTP expansion. The Connection Fee was last revisited at that time.

Recent wet winters have strained the WWTP. PACE Engineering has determined that the WWTP is at 76% capacity. An additional 181 Household Equivalents (HE) can be added for \$3,238,000. Infiltration and inflow (I/I) displace 36 HE's of capacity which should still be available per the original design. This existing deficiency is attributable to existing customers so the appropriate cost for new customers is \$14,925 per HE.

Chapter 13.12 of the Shasta County Code provides general guidance for billing, payment and fees. The proposed Inspection Fee reflects the cost of service. An Inspection fee was in the original rate ordinance, but was overlooked when the rates were updated in 2005. The \$150 inspection fee is the same fee as is currently in place for CSA No. 17-Cottonwood Sewer.

ALTERNATIVES

The Board may decline to update the fee ordinance. Fees would remain as stipulated in the current ordinance. The existing system is approaching capacity so a moratorium would soon be required.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Additional revenues generated from the recommendation will be deposited into the FY 2019/20 CSA No. 8-Palo Cedro Sewer Capital Improvement Admin fund. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA No. 8-Palo Cedro Fee Ordinance	6/10/2019	CSA No. 8-Palo Cedro Fee Ordinance

ORDINANCE NO.
AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
COUNTY SERVICE AREA NO. 8-PALO CEDRO WATER AND SEWER,
SETTING FORTH CHARGES AND FEES FOR VARIOUS SERVICES

The Board of Supervisors of the County of Shasta ordains as follows:

WHEREAS, on June 13 and 19, 2019, notice describing the proposed fees and charges for services was published in the Redding Record Searchlight, a newspaper of general publication in the County of Shasta, as provided in California Government Code § 66018; and

WHEREAS, the existing wastewater treatment plant is at 75 percent capacity; and

WHEREAS, to facilitate orderly development within the Palo Cedro Area the wastewater treatment plant needs to be expanded; and

WHEREAS, all new connections are required to be inspected prior to connection to the County Service Area No. 8 system; and

WHEREAS, the cost of providing these services should be borne proportionately by the customer receiving the service; and

WHEREAS, on June 25, 2019, a public hearing was held regarding the proposed fees and charges to be imposed for services provided customers in County Service Area No. 8-Palo Cedro Water and Sewer.

The Board of Supervisors of the County of Shasta ordains as follows:

Section 1. Fees Schedule for County Service Area No. 8-Palo Cedro Water and Sewer

Connection Fees: Owners of structures that did not have operating on-site sewage disposal systems on or before February 4, 1984, shall pay a Connection Fee of \$14,925.00 per household equivalent prior to connection to the sewage disposal system. Owners of structures that did have operating on-site sewage disposal systems on or before February 4, 1984, shall pay a Connection Fee of \$14,925.00 per household equivalent in excess of that which was in use in that place on the said date prior to connection to the sewage disposal system.

- a) Commencing January 1, 2020, and annually thereafter, the amount of the Fee shall be automatically adjusted by a percentage equal to the percentage change in the Engineering New Records' construction cost index from the index for January of the preceding year to index for the January of the adjustment year.

Ordinance No.
June 25, 2019
Page 2 of 2

Connection Fees shall be deposited into the CSA No. 8 Palo Cedro Sewer Capital Improvement Admin fund for future expansion of the system.

Inspection Fees: A sewer inspection fee of \$150.00 will be collected at building permit issuance where connection to the sewer system is a requirement of the building permit.

Section 2. This ordinance supersedes those portions of any prior ordinance or resolutions setting fees for service set forth in this ordinance in County Service Area No. 8- Palo Cedro Water and Sewer.

Section 3. This ordinance shall take effect and be in full force and effect from and after 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 25th day of June, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy