



SHASTA COUNTY

BOARD OF SUPERVISORS

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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, October 1, 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 Nathan Blank, Little Country Church

Pledge of Allegiance: Supervisor Moty

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Staff Nurse, Sarah Culver as Shasta County's Employee of the Month for October 2019.

No Additional General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

Receive a presentation from Assessor-Recorder Leslie Morgan regarding the Assessor-Recorder's 2019-20 Annual Report.

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 Administrative Office

Approve and authorize: (1) The Chairman to sign the revised Joint Powers

Agreement (JPA) with the Golden State Finance Authority; and (2) adopt a resolution which approves the revisions to the JPA.

No General Fund Impact

Simple Majority Vote

C 2 Auditor-Controller

Approve and authorize the Chairman to sign the County claims list in the amount of \$114,609.64 as submitted.

No Additional General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Approve the proposed calendar of Board of Supervisors' meetings for the year 2020.

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

Approve the minutes of the meeting held on September 17, 2019, as submitted.

No General Fund Impact

Simple Majority Vote

C 5 Clerk of the Board

Adopt a resolution which: (1) Repeals Resolution No. 2019-033; and (2) authorizes the Shasta County Arts Council to apply for and accept the California Arts Council State-Local Partnership Program Grant for the activity period of July 1, 2020 through June 30, 2022.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 6 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Aegis Treatment Centers, LLC. in an amount not to exceed \$4,000,000 to provide narcotic replacement therapy services for the period August 1, 2019 through June 30, 2022.

No Additional General Fund Impact

Simple Majority Vote

C 7 Health and Human Services Agency-Adult Services

Take the following actions: (1) Approve and authorize the Chairman to sign an evergreen agreement with the California Mental Health Services Authority (CalMHSA), to procure state hospital beds with no stated maximum compensation, in the amount of \$1,402 per bed procurement, which includes CalMHSA administrative charges, authorizing CalMHSA to contract for state hospital beds on behalf of Shasta County for the period July 1, 2019 through June 30, 2020, with automatic one-year renewals thereafter; and (2) approve and authorize the Director of the Health and Human Services Agency (HHSA), or any HHSA Branch Director designated by the HHSA Director, to approve total bed procurement

payments in an amount not to exceed \$14,020 for a ten-year period and to sign prospective and retroactive amendments to the agreement that do not otherwise result in a substantial or functional change to the intent of the original agreement and do not increase or extend the \$14,020 ten-year limitation, as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

C 8 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Psynergy Programs, Inc., in an amount not to exceed \$1,500,000 to provide residential mental health treatment services for the period July 1, 2019 through June 30, 2022.

No Additional General Fund Impact Simple Majority Vote

C 9 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Willow Glen Care Center in an amount not to exceed \$1,450,000 to provide residential mental health treatment services for the period July 1, 2019 through June 30, 2022.

No Additional General Fund Impact Simple Majority Vote

C 10 Health and Human Services Agency-Adult Services

Housing and Community Action Programs

Take the following actions: (1) Ratify the Health and Human Services Agency (HHSA) – Adult Services Branch Director’s signature on the letter of interest sent to the California Department of Health Care Services (DHCS) accepting a one-time \$1,198,356 State General Fund allocation for Whole Person Care (WPC) Pilot Housing services; (2) adopt a resolution which designates the HHSA Adult Services Branch Director as the single point of contact to DHCS for the WPC Pilot Housing funding and authorizes participation in the WPC Pilot Housing; (3) approve a budget amendment to accept the funding and increase appropriations and revenue by \$1,198,356 in the HHSA-Mental Health budget, which includes a Trans-out in the amount of \$300,000 to the Community Action Agency budget; and (4) approve a budget amendment increasing appropriations and revenue in the amount of \$300,000 in the Community Action Agency budget for down payment assistance programs.

No Additional General Fund Impact 4/5 Vote

C 11 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign a renewal agreement with Andrew J. Wong Inc. in an amount not to exceed \$54,000 to provide monthly help desk and software/hardware maintenance and programming updates to the Child and Adolescents Needs and Strengths database for the period November 1, 2019 through October 31, 2020, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 12 Health and Human Services Agency-Regional Services

Adopt a resolution which updates the General Assistance Manual to include changes to California Welfare and Institutions Code and makes additional program changes recommended by the Health and Human Services Agency which increases the efficiency of the program and assures the program is administered in a consistent manner.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 13 Sheriff-Coroner

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

General Fund Impact

Simple Majority Vote

C 14 Sheriff-Coroner

Adopt a resolution which: (1) Makes a finding that various surplus robotics equipment is not required for County use; and (2) approves the transfer of one Vanguard Bomb Disposal Robot, Serial Number 045-281, County ID No. 36466, and one Deep Ocean - Phantom 300 Underwater Remotely Operated Vehicle to Shasta Union High School District in accordance with Government Code section 25365(a).

General Fund Impact

4/5 Vote

PUBLIC WORKS

C 15 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the "2019 SB-1 Pavement Rehabilitation Project," Contract No. 706801, and record it within 15 days of actual completion.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

Take the following actions: (1) Award the purchase of one transfer truck to Western Truck Parts & Equipment of Redding, California for a total price of \$176,423.26 (including tax and delivery) under Sourcewell Contract #081716-PMC; (2) award the purchase of one dump truck with plow and dump related components to Riverview International Trucks, LLC, of West Sacramento, California for a total price of \$207,320.12 (including tax and delivery) under California Multiple Award Schedule (CMAS) #1-18-23-20F; and (3) approve and authorize the purchase of the transfer truck under the Sourcewell Contract and the dump truck under the

CMAS contract.

No General Fund Impact

Simple Majority Vote

C 17 Public Works

County Service Area No. 2-Sugarloaf Water

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve a budget amendment increasing appropriations and revenue by \$35,000 in the CSA No. 2 Sugarloaf Water Admin budget offset with a trans-in from the Water Agency to outfit a new well.

No General Fund Impact

4/5 Vote

OTHER DEPARTMENTS

C 18 County Service Area No. 1-County Fire

Award to the low bidder, Fouts Bros. Fire Equipment, the contract for the purchase of a 3,000 gallon water tender for County Service Area No. 1-County Fire, for the total purchase price of \$254,534 (including sales tax and delivery).

No Additional General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 Administrative Office

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

No General Fund Impact

No Vote

PUBLIC WORKS

R 4 Public Works

County Service Area No. 6-Jones Valley Water

Take the following actions on behalf of County Service Area (CSA) No. 6-Jones Valley Water: (1) Adopt a resolution which finds that an emergency exists that will not permit a delay resulting from a competitive solicitation for bids to improve the well; (2) ratify the Deputy Public Works Director's signatures on Purchase Orders #14701 in the amount of \$12,055.34 and #14702 in the amount of \$49,500, and authorize future additional costs that may be incurred, for a total not to exceed \$80,000 to restore, repair or replace Pump #2 to service; (3) find the project to remove and replace Pump #2 motor to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15269; and (4) approve a budget amendment increasing appropriations by \$80,000 in the CSA No. 6-Jones Valley Water Admin budget offset by use of fund balance.

General Fund Impact

4/5 Vote

OTHER DEPARTMENTS

R 5 County Service Area No. 1-County Fire

Take the following actions: (1) Introduce and waive the reading of an ordinance which adds Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code, and amends section 12.12.050, Grading Permit Exemptions, and 16.04.130, Fire Standards and Equipment, of the Shasta County Code; and (2) find the proposed ordinance is not subject to and exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance.

No Additional General Fund Impact Simple Majority Vote

R 6 County Service Area No. 1-County Fire

Take the following actions: (1) Receive a report concerning a proposed Reserve Firefighter Program; and (2) provide direction to staff to move forward with investigating the proposed Reserve Firefighter Program to improve emergency response capability in rural areas of Shasta County.

No Additional 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.

GENERAL GOVERNMENT

R 7 County Counsel

Take the following actions regarding a Special Public Safety Transactions and Use Tax: (1) Receive an update from the County Counsel regarding a special transactions and use tax to support public safety purposes; (2) open the public hearing; (3) close the public hearing; (4) introduce, waive the reading, and enact an ordinance (the "Ordinance") to adopt a special transactions and use tax in an amount not to exceed one percent (1%) to be used for funding public safety purposes in the unincorporated and incorporated areas of the County of Shasta, to be effective upon approval by a two-thirds vote of the qualified electors casting votes; (5) adopt a resolution (the "Resolution") which: (a) calls for an election and places the Ordinance on the ballot for the March 3, 2020 Primary Election for the purpose of enabling voters to approve or reject the Ordinance; and (b) provides additional direction and instruction related to the conduct of the election; and (6) find that the Ordinance and Resolution are not subject to the California Environmental Quality Act for the reasons stated in the Ordinance and Resolution.

General Fund Impact 2/3 Vote

OTHER COUNTY AGENCIES

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Water

Agency. (See purple agenda.)

SHASTA COUNTY WATER AGENCY

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

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 items (est. 1 hour 45 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 and Whitmore

Employee Organization:

Professional Peace Officers Association

Shasta County Management Council Mid-Management Bargaining Unit

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9, subdivision (d), paragraph (1)):

Names of Cases:

County of Shasta v Lincoln General Insurance Company, et al.

County of Shasta, et al. v. Amerisourcebergen Drug Corporation, et al.

Hammerbeck, Richard Kevin v. County of Shasta, et al.

Johnson, Randall Scott v. Tom Bosenko, et al.

Jeantet, Gary D., et al. v. County of Shasta, et al.

McCullough, Savanah v. Shasta County, et al.

Walker, Joe v. Shasta County Board of Supervisors, et al.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Government Code section 54956.9, subdivision (d), paragraph (4)):

Initiation of Litigation: One potential case

PUBLIC EMPLOYEE APPOINTMENT

(Government Code section 54957):

Title: County Executive Officer

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

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.

AFTERNOON SESSION - REGULAR CALENDAR CONTINUED

1:00 PM or as soon thereafter as may be heard

AFTERNOON SESSION - GENERAL GOVERNMENT

R 9 Administrative Office

Take the following actions: (1) Discuss and provide direction to staff regarding the new Redding Rancheria Casino Project (Project); and (2) consider authorizing the Chairman to sign a letter stating the County's position regarding the Project.

No General Fund Impact

Simple Majority Vote

REMINDERS

Date: Time: Event: Location:

BOARD OF SUPERVISORS REGULAR MEETING - October 1, 2019

10/08/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
10/10/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
10/15/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/22/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/29/2019		<i>No Board of Supervisors Meeting Scheduled</i>	

ADJOURN

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

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

DEPARTMENT: Board Matters

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Angela Davis, Director

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

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Staff Nurse, Sarah Culver as Shasta County's Employee of the Month for October 2019.

SUMMARY

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

DISCUSSION

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Sarah Culver, Staff Nurse, Shasta County Health and Human Services Agency, be recognized as the October 2019 Employee of the Month.

Ms. Culver is an expert in developmental milestones and education around babies and children that are born positive for substance related concerns. She has gone to great lengths to educate resource parents in our community about proper care and developmental needs of young children who were exposed to harmful substances and how the exposure impacts their development.

Ms. Culver located a new screening tool to use with children ages 0-5 years that is trauma informed and relevant to the experiences of children in foster care. The new tool was researched thoroughly, piloted, and helps to provide information to the agency and families caring for foster children age 0-5 years on developmental milestones, trauma, birth concerns, and home life concerns. By implementing this new screening tool, Ms. Culver has improved the information given to the agency and families, to best serve foster children age 0-5 years.

Ms. Culver is a champion for integrating trauma informed care and providing education around the impacts of harmful substance use on those most vulnerable.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Month nomination is submitted by the Employee Recognition Committee made up of Angela Davis, Director of Support Services; Captain Pat Kropholler; Jenn Duval, Administrative Analyst I; Phillip Crawford, Social Worker Supervisor I; Michael Conti, Health and Human Services Program Manager; and Ken Koenen, Deputy Sheriff.

FISCAL IMPACT

The cost of the Employee Recognition Program is nominal and are included in the Support Services FY 2019/20 Adopted budget.

ATTACHMENTS:

Description	Upload Date	Description
Resolution EOM October 2019	9/23/2019	Resolution EOM October 2019

RESOLUTION NO. XXXX-XX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING SARAH CULVER, STAFF NURSE
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
AS OCTOBER 2019 EMPLOYEE OF THE MONTH**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Ms. Culver is an expert in developmental milestones and education around babies and children that are born positive for substance related concerns. She has gone to great lengths to educate resource parents in our community about proper care and developmental needs of young children who were exposed to harmful substances and how the exposure impacts their development.

BE IT FURTHER RESOLVED that Ms. Culver located a new screening tool to use with children ages 0-5 years that is trauma informed and relevant to the experiences of children in foster care. The new tool was researched thoroughly, piloted, and helps to provide information to the agency and families caring for foster children age 0-5 years on developmental milestones, trauma, birth concerns, and home life concerns. By implementing this new screening tool, Ms. Culver has improved the information given to the agency and families, to best serve foster children age 0-5 years.

DULY PASSED AND ADOPTED this 1st day of October, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LEONARD MOTY, CHAIRMAN

Resolution No.
October 01, 2019
2 of 2

Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: PRESENTATIONS-2.

SUBJECT:

Presentation of Assessor-Recorder 2019-2020 Annual Report

DEPARTMENT: Presentation

Supervisory District No. : All

DEPARTMENT CONTACT: Elaine Scott, Agency Staff Services Analyst II (530) 225-3634

STAFF REPORT APPROVED BY: Leslie Morgan, Assessor-Recorder 530-225-3600

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

RECOMMENDATION

Receive a presentation from Assessor-Recorder Leslie Morgan regarding the Assessor-Recorder's 2019-20 Annual Report.

SUMMARY

N/A

DISCUSSION

The 2019-2020 Annual Report is a detailed analysis of all taxable property values in Shasta County as of the Lien Date, January 1, 2019. This report also contains Recorder statistics that are kept on a calendar year basis. This report has also been made available on the Assessor-Recorder's web site.

ALTERNATIVES

The Board could choose not to receive the presentation. This is not recommended since the presentation provides current information from the Assessor-Recorder.

OTHER AGENCY INVOLVEMENT

The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The minimal costs associated with preparing and presenting this report are included in the department's Fiscal Year 2019-20 Adopted Budget.

ATTACHMENTS:

Description

Assessor-Recorder Annual Report 2019-20

Upload Date

9/17/2019

Description

Assessor-Recorder
Annual Report 2019-20

ANNUAL REPORT

2019 - 2020



OFFICE OF

SHASTA COUNTY

ASSESSOR-RECORDER

LESLIE MORGAN
SHASTA COUNTY ASSESSOR-RECORDER



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SHASTA COUNTY

OFFICE OF THE ASSESSOR-RECORDER

LESLIE MORGAN, ASSESSOR-RECORDER
 Intra-County toll free: 1-800-479-8009
 County website: www.co.shasta.ca.us
 Calif. Relay Service @711 or 800-735-2922

1450 Court Street, Ste 208-A
 Redding, CA 96001-1667
 Voice - (530) 225-3600
 Fax - (530) 225-5673

July 3, 2019

MESSAGE FROM THE ASSESSOR-RECORDER

The attached report contains a detailed analysis of all taxable property values in Shasta County as of the Lien Date, January 1, 2019, including exemptions granted by this office pursuant to California State Law. This report does not include the taxable value of properties assessed by the California State Board of Equalization.

	Total Taxable Value	Exemptions	Net Taxable Value
2018-2019	\$ 18,654,478,716	\$ (1,129,697,468)	\$ 17,524,781,248
2019-2020	\$ 19,406,594,371	\$ (1,132,192,516)	\$ 18,274,401,855
Dollar Change	\$ 752,115,655	\$ (2,495,048)	\$ 749,620,607
Percent Change	4.03%	0.22%	4.28%

At a basic tax rate of 1%, over **\$194 million in revenue** will be generated for schools and local government from this year's assessment roll. Although we are seeing increases in the number of sales and the purchase price associated with those transfers, the real estate market is still below its peak levels. A proactive approach continues to be taken to initiate Section 51 (Prop 8) reviews in order to appropriately value properties and provide an accurate tax roll. As a result, 12,339 property owners were notified that their taxable value has been enrolled at a reduced current market value. These reductions were based on a comparison of the current market value of their property as of January 1, 2019, to the factored base year value (Prop 13 value) of their property in accordance with State law.

This report also contains Recorder statistics that are kept on a calendar year basis. For 2018 the number of recorded deeds decreased 2.4% from calendar year 2017 while the total number of recorded documents decreased 8.3%. The Recorder also collected documentary transfer tax for 2018 of over \$1.5 million dollars of which \$1,073,750 went to the County of Shasta, \$387,377 went to the City of Redding, \$37,751 went to the City of Anderson, and \$36,456 went to the City of Shasta Lake. Total documentary transfer tax increased 23.6% over the prior year.

Keeping up with Shasta County's changing market and unexpected disasters, has been an ongoing challenge for my staff. During 2018 the office devoted two months to enrolling corrected value adjustments as a result of the Carr Fire. It is through the hard work, dedication and professionalism of the employees in the Assessor-Recorder's Office that this year's work was finished on time and under budget. I want to thank them for their exceptional effort and dedicated public service.

Thank you for the privilege of serving as your Assessor-Recorder.

Leslie Morgan, Assessor-Recorder
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RESPONSIBILITIES OF THE ASSESSOR-RECORDER

The Assessor, a locally elected official, is responsible for locating, identifying the ownership, and determining the value of all assessable real and personal property within the County of Shasta. The Assessor must complete an annual assessment roll containing the assessed values for all properties subject to local assessment. The assessment roll must be submitted to the County Auditor by July 1st of each year.

The Assessor's staff determines whether property that has changed ownership is subject to re-appraisal under the provisions of Proposition 13. In addition all new construction must be appraised in accordance with the law.

The Assessor's staff maintains about 5,000 Assessor Parcel Maps as well as creates new maps based on cadastral data found on recorded surveys and maps. Assessor maps are also the base map for the County's Geographic Information System (GIS). In addition, the Assessor's cadastral mapping specialists keep track of all Tax Rate Area geographic boundaries to make sure the tax revenue goes to the correct entity. All this is done electronically allowing the Assessor's Parcel Maps to be accessed by computer terminals.

Other functions of the Assessor include the granting of all legal exemptions, the defending of assessment appeals before the Assessment Appeals Board, the annual valuation of all business personal property and other taxable personal property such as boats and aircraft, and the Assessor's staff must perform all mandatory property tax audits on business properties as defined by law.

The Recorder is responsible to examine, index, and electronically image all recordable documents submitted that meet statutory recording requirements. All vital records (births, deaths, and marriages) are filed with the Recorder. The Recorder must collect and account for all fees and transfer tax related to the recording of documents according to the law. In addition, the Recorder must preserve maps and other land records important to the history of Shasta County by using appropriate technology and by adopting proper storage methods.

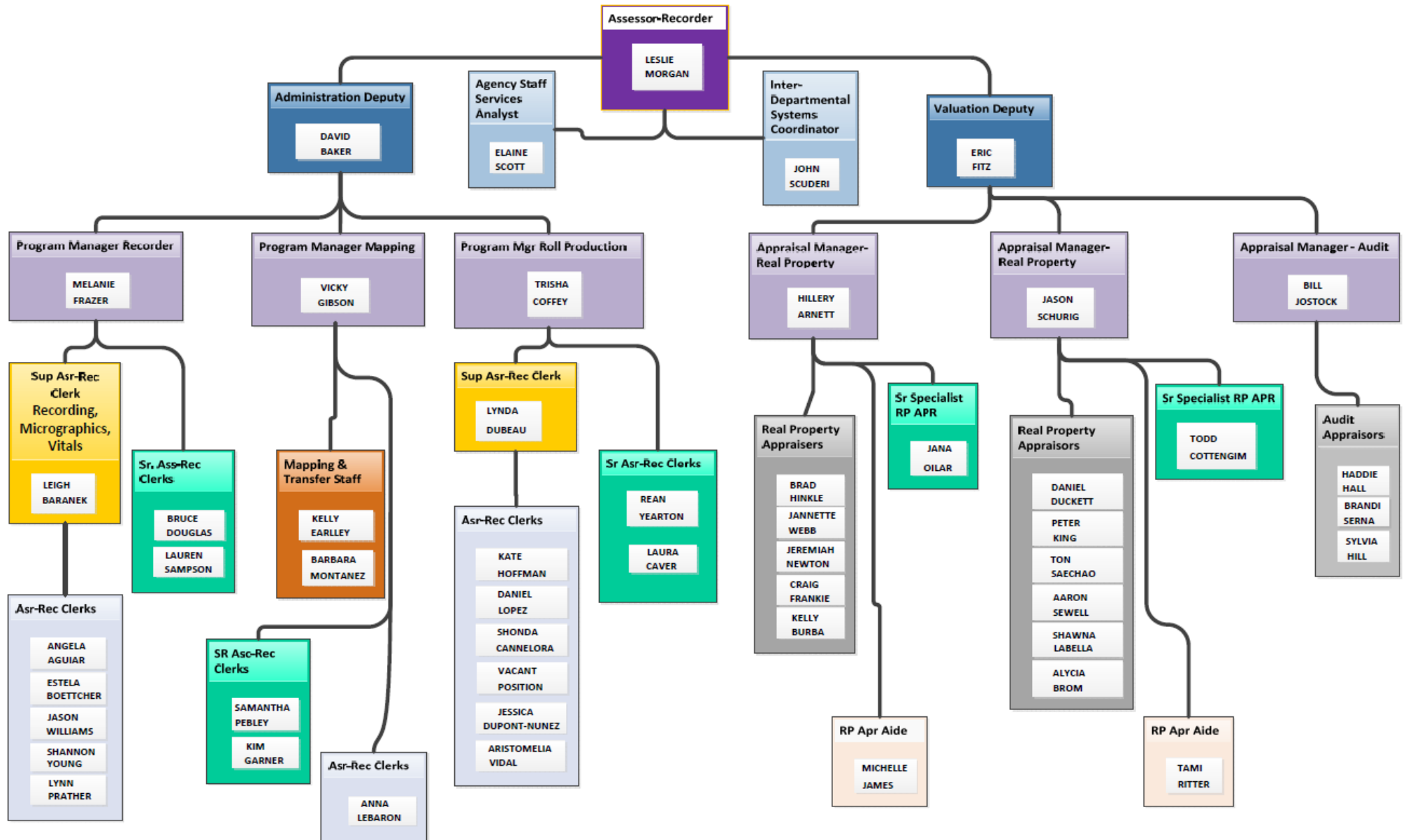
The Recorder provides electronic access to recordings for the public in the Recorder's lobby. The Recorder also has online access to recorded documents, available by paid subscription to title companies and other businesses, which streamlines the recording process in Shasta County.

The Assessor-Recorder's Office maintains a web site (see below) with assessment and recording information available to download free. In addition, the Assessor's Maps and assessment roll information may be viewed and printed. The Recorder's Index of recorded documents may also be viewed on this site and vital records may be ordered on-line.

<http://www.co.shasta.ca.us/Departments/AssessorRecorder/index.shtml>

[Home](#)

SHASTA COUNTY ASSESSOR-RECORDER'S OFFICE ORGANIZATIONAL CHART





SHASTA COUNTY ASSESSOR LOCAL ASSESSMENT ROLL CHANGE

SECURED ROLL				
	2018-2019	2019-2020	\$ CHANGE	%
LAND	\$ 5,149,797,777	\$ 5,345,388,561	\$ 195,590,784	3.80%
IMPROVEMENTS	\$ 12,300,691,769	\$ 12,782,774,972	\$ 482,083,203	3.92%
PERSONAL PROPERTY	\$ 307,654,567	\$ 324,015,094	\$ 16,360,527	5.32%
GROSS SECURED TAXABLE VALUE	\$ 17,758,144,113	\$ 18,452,178,627	\$ 694,034,514	3.91%
<i>LESS EXEMPTIONS ALLOWED</i>	<i>\$ (1,070,005,615)</i>	<i>\$ (1,072,295,929)</i>	<i>\$ (2,290,314)</i>	<i>0.21%</i>
NET SECURED TAXABLE VALUE	\$ 16,688,138,498	\$ 17,379,882,698	\$ 691,744,200	4.15%

UNSECURED ROLL				
	2018-2019	2019-2020	\$ CHANGE	%
LAND	\$ 35,204,018	\$ 37,227,628	\$ 2,023,610	5.75%
IMPROVEMENTS	\$ 358,293,635	\$ 370,584,474	\$ 12,290,839	3.43%
PERSONAL PROPERTY	\$ 502,836,950	\$ 546,603,642	\$ 43,766,692	8.70%
GROSS UNSECURED TAXABLE VALUE	\$ 896,334,603	\$ 954,415,744	\$ 58,081,141	6.48%
<i>LESS EXEMPTIONS ALLOWED</i>	<i>\$ (59,691,853)</i>	<i>\$ (59,896,587)</i>	<i>\$ (204,734)</i>	<i>0.34%</i>
NET UNSECURED TAXABLE VALUE	\$ 836,642,750	\$ 894,519,157	\$ 57,876,407	6.92%

LOCAL COMPOSITE ASSESSMENT ROLL				
	2018-2019	2019-2020	\$ CHANGE	%
LAND	\$ 5,185,001,795	\$ 5,382,616,189	\$ 197,614,394	3.81%
IMPROVEMENTS	\$ 12,658,985,404	\$ 13,153,359,446	\$ 494,374,042	3.91%
PERSONAL PROPERTY	\$ 810,491,517	\$ 870,618,736	\$ 60,127,219	7.42%
GROSS TAXABLE VALUE	\$ 18,654,478,716	\$ 19,406,594,371	\$ 752,115,655	4.03%
<i>LESS EXEMPTIONS ALLOWED</i>	<i>\$ (1,129,697,468)</i>	<i>\$ (1,132,192,516)</i>	<i>\$ (2,495,048)</i>	<i>0.22%</i>
NET TAXABLE VALUE	\$ 17,524,781,248	\$ 18,274,401,855	\$ 749,620,607	4.28%



**SHASTA COUNTY ASSESSOR
TAXABLE VALUES
BY CITY / UNINCORPORATED**

CITY OF SHASTA LAKE

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 191,599,740	\$ 544,386	\$ 192,144,126
IMPROVEMENTS	\$ 580,383,306	\$ 4,144,633	\$ 584,527,939
PERSONAL PROPERTY	\$ 18,361,709	\$ 7,219,800	\$ 25,581,509
GROSS TAXABLE VALUE	\$ 790,344,755	\$ 11,908,819	\$ 802,253,574
LESS EXEMPTIONS	\$ (31,852,324)	\$ (19,410)	\$ (31,871,734)
2019 NET TAXABLE VALUE	\$ 758,492,431	\$ 11,889,409	\$ 770,381,840
2018 NET TAXABLE VALUE	\$ 709,621,610	\$ 10,025,666	\$ 719,647,276
DOLLAR CHANGE	\$ 48,870,821	\$ 1,863,743	\$ 50,734,564
PERCENTAGE CHANGE	6.89%	18.59%	7.05%
NUMBER OF ASSESSMENTS	5,315	379	5,694

CITY OF ANDERSON

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 226,922,434	\$ 2,349,192	\$ 229,271,626
IMPROVEMENTS	\$ 597,954,625	\$ 14,211,667	\$ 612,166,292
PERSONAL PROPERTY	\$ 8,299,429	\$ 24,955,503	\$ 33,254,932
GROSS TAXABLE VALUE	\$ 833,176,488	\$ 41,516,362	\$ 874,692,850
LESS EXEMPTIONS	\$ (89,592,756)	\$ (5,206,943)	\$ (94,799,699)
2019 NET TAXABLE VALUE	\$ 743,583,732	\$ 36,309,419	\$ 779,893,151
2018 NET TAXABLE VALUE	\$ 703,781,640	\$ 35,527,290	\$ 739,308,930
DOLLAR CHANGE	\$ 39,802,092	\$ 782,129	\$ 40,584,221
PERCENTAGE CHANGE	5.66%	2.20%	5.49%
NUMBER OF ASSESSMENTS	4,296	489	4,785



SHASTA COUNTY ASSESSOR

TAXABLE VALUES

BY CITY / UNINCORPORATED

CITY OF REDDING

TAXABLE VALUE 1-1-2019

	SECURED	UNSECURED	TOTAL
LAND	\$ 2,388,342,274	\$ 16,476,664	\$ 2,404,818,938
IMPROVEMENTS	\$ 7,090,905,608	\$ 151,208,158	\$ 7,242,113,766
PERSONAL PROPERTY	\$ 134,530,527	\$ 334,536,326	\$ 469,066,853
GROSS TAXABLE VALUE	\$ 9,613,778,409	\$ 502,221,148	\$ 10,115,999,557
LESS EXEMPTIONS	\$ (701,291,151)	\$ (51,606,241)	\$ (752,897,392)
2019 NET TAXABLE VALUE	\$ 8,912,487,258	\$ 450,614,907	\$ 9,363,102,165
2018 NET TAXABLE VALUE	\$ 8,500,404,885	\$ 415,636,692	\$ 8,916,041,577
DOLLAR CHANGE	\$ 412,082,373	\$ 34,978,215	\$ 447,060,588
PERCENTAGE CHANGE	4.85%	8.42%	5.01%
NUMBER OF ASSESSMENTS	36,900	5,459	42,359

UNINCORPORATED

TAXABLE VALUE 1-1-2019

	SECURED	UNSECURED	TOTAL
LAND	\$ 2,538,524,113	\$ 17,857,386	\$ 2,556,381,499
IMPROVEMENTS	\$ 4,513,531,433	\$ 201,020,016	\$ 4,714,551,449
PERSONAL PROPERTY	\$ 162,823,429	\$ 179,892,013	\$ 342,715,442
GROSS TAXABLE VALUE	\$ 7,214,878,975	\$ 398,769,415	\$ 7,613,648,390
LESS EXEMPTIONS	\$ (249,559,698)	\$ (3,063,993)	\$ (252,623,691)
2019 NET TAXABLE VALUE	\$ 6,965,319,277	\$ 395,705,422	\$ 7,361,024,699
2018 NET TAXABLE VALUE	\$ 6,774,330,363	\$ 375,453,102	\$ 7,149,783,465
DOLLAR CHANGE	\$ 190,988,914	\$ 20,252,320	\$ 211,241,234
PERCENTAGE CHANGE	2.82%	5.39%	2.95%
NUMBER OF ASSESSMENTS	51,075	5,958	57,033



SHASTA COUNTY ASSESSOR TAXABLE VALUES BY SCHOOL DISTRICT

GATEWAY SCHOOL DISTRICT

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 850,217,189	\$ 10,708,649	\$ 860,925,838
IMPROVEMENTS	\$ 1,919,608,703	\$ 28,094,227	\$ 1,947,702,930
PERSONAL PROPERTY	\$ 108,608,523	\$ 102,108,368	\$ 210,716,891
GROSS TAXABLE VALUE	\$ 2,878,434,415	\$ 140,911,244	\$ 3,019,345,659
<i>LESS EXEMPTIONS</i>	<i>\$ (106,819,873)</i>	<i>\$ (2,255,404)</i>	<i>\$ (109,075,277)</i>
2019 NET TAXABLE VALUE	\$ 2,771,614,542	\$ 138,655,840	\$ 2,910,270,382
 2018 NET TAXABLE VALUE	 \$ 2,686,408,954	 \$ 120,371,575	 \$ 2,806,780,529
 DOLLAR CHANGE	 \$ 85,205,588	 \$ 18,284,265	 \$ 103,489,853
 PERCENTAGE CHANGE	 3.17%	 15.19%	 3.69%
NUMBER OF ASSESSMENTS	17,451	2,962	20,413

ANDERSON UNION HIGH SCHOOL DISTRICT

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 1,056,164,742	\$ 5,572,595	\$ 1,061,737,337
IMPROVEMENTS	\$ 2,466,733,954	\$ 26,296,919	\$ 2,493,030,873
PERSONAL PROPERTY	\$ 49,842,403	\$ 147,373,973	\$ 197,216,376
GROSS TAXABLE VALUE	\$ 3,572,741,099	\$ 179,243,487	\$ 3,751,984,586
<i>LESS EXEMPTIONS</i>	<i>\$ (183,016,496)</i>	<i>\$ (5,508,888)</i>	<i>\$ (188,525,384)</i>
2019 NET TAXABLE VALUE	\$ 3,389,724,603	\$ 173,734,599	\$ 3,563,459,202
 2018 NET TAXABLE VALUE	 \$ 3,221,986,077	 \$ 157,281,631	 \$ 3,379,267,708
 DOLLAR CHANGE	 \$ 167,738,526	 \$ 16,452,968	 \$ 184,191,494
 PERCENTAGE CHANGE	 5.21%	 10.46%	 5.45%
NUMBER OF ASSESSMENTS	18,775	2,214	20,989



SHASTA COUNTY ASSESSOR TAXABLE VALUES BY SCHOOL DISTRICT

DUNSMUIR UNION HIGH SCHOOL DISTRICT

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 29,116,104	\$ 33,620	\$ 29,149,724
IMPROVEMENTS	\$ 27,097,343	\$ 39,584	\$ 27,136,927
PERSONAL PROPERTY	\$ 425,031	\$ 264,997	\$ 690,028
GROSS TAXABLE VALUE	\$ 56,638,478	\$ 338,201	\$ 56,976,679
<i>LESS EXEMPTIONS</i>	<i>\$ (755,693)</i>	<i>\$ -</i>	<i>\$ (755,693)</i>
2019 NET TAXABLE VALUE	\$ 55,882,785	\$ 338,201	\$ 56,220,986
2018 NET TAXABLE VALUE	\$ 54,111,600	\$ 218,841	\$ 54,330,441
DOLLAR CHANGE	\$ 1,771,185	\$ 119,360	\$ 1,890,545
PERCENTAGE CHANGE	3.27%	54.54%	3.48%
NUMBER OF ASSESSMENTS	883	24	907

FALL RIVER UNIFIED HIGH SCHOOL DISTRICT

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 296,078,565	\$ 1,273,238	\$ 297,351,803
IMPROVEMENTS	\$ 469,928,494	\$ 156,878,003	\$ 626,806,497
PERSONAL PROPERTY	\$ 26,226,280	\$ 32,301,539	\$ 58,527,819
GROSS TAXABLE VALUE	\$ 792,233,339	\$ 190,452,780	\$ 982,686,119
<i>LESS EXEMPTIONS</i>	<i>\$ (29,796,264)</i>	<i>\$ (2,213,300)</i>	<i>\$ (32,009,564)</i>
2019 NET TAXABLE VALUE	\$ 762,437,075	\$ 188,239,480	\$ 950,676,555
2018 NET TAXABLE VALUE	\$ 729,746,208	\$ 188,087,494	\$ 917,833,702
DOLLAR CHANGE	\$ 32,690,867	\$ 151,986	\$ 32,842,853
PERCENTAGE CHANGE	4.48%	0.08%	3.58%
NUMBER OF ASSESSMENTS	7,096	461	7,557



SHASTA COUNTY ASSESSOR TAXABLE VALUES BY SCHOOL DISTRICT

SHASTA UNION HIGH SCHOOL DISTRICT

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 3,090,404,651	\$ 19,576,420	\$ 3,109,981,071
IMPROVEMENTS	\$ 7,875,188,531	\$ 158,947,601	\$ 8,034,136,132
PERSONAL PROPERTY	\$ 138,461,429	\$ 264,489,135	\$ 402,950,564
GROSS TAXABLE VALUE	\$11,104,054,611	\$ 443,013,156	\$11,547,067,767
<i>LESS EXEMPTIONS</i>	<i>\$ (750,260,340)</i>	<i>\$ (49,918,245)</i>	<i>\$ (800,178,585)</i>
2019 NET TAXABLE VALUE	\$10,353,794,271	\$ 393,094,911	\$10,746,889,182
 2018 NET TAXABLE VALUE	 \$ 9,951,228,737	 \$ 370,124,124	 \$10,321,352,861
 DOLLAR CHANGE	 \$ 402,565,534	 \$ 22,970,787	 \$ 425,536,321
 PERCENTAGE CHANGE	 4.05%	 6.21%	 4.12%
NUMBER OF ASSESSMENTS	52,784	6,602	59,386

RED BLUFF HIGH SCHOOL DISTRICT

	TAXABLE VALUE 1-1-2019		
	SECURED	UNSECURED	TOTAL
LAND	\$ 23,407,310	\$ 63,106	\$ 23,470,416
IMPROVEMENTS	\$ 24,217,947	\$ 328,140	\$ 24,546,087
PERSONAL PROPERTY	\$ 451,428	\$ 65,630	\$ 517,058
GROSS TAXABLE VALUE	\$ 48,076,685	\$ 456,876	\$ 48,533,561
<i>LESS EXEMPTIONS</i>	<i>\$ (1,647,263)</i>	<i>\$ (750)</i>	<i>\$ (1,648,013)</i>
2019 NET TAXABLE VALUE	\$ 46,429,422	\$ 456,126	\$ 46,885,548
 2018 NET TAXABLE VALUE	 \$ 44,656,922	 \$ 559,085	 \$ 45,216,007
 DOLLAR CHANGE	 \$ 1,772,500	 \$ (102,959)	 \$ 1,669,541
 PERCENTAGE CHANGE	 3.97%	 -18.42%	 3.69%
NUMBER OF ASSESSMENTS	597	22	619



SHASTA COUNTY ASSESSOR SUPPLEMENTARY ROLL STATISTICS

EXEMPTIONS

EXEMPTION TYPE	2019-2020			
	SECURED	UNSECURED	TOTAL	NUMBER
WELFARE	\$ 504,469,130	\$ 58,799,016	\$ 563,268,146	405
RELIGIOUS	\$ 126,505,744		\$ 126,505,744	272
DISABLED VETERANS	\$ 136,641,405		\$ 136,641,405	1,011
VETERANS	\$ -		\$ -	-
CHURCH	\$ 2,546,738		\$ 2,546,738	7
COLLEGE	\$ 41,577,011	\$ 550,130	\$ 42,127,141	15
LOW VALUE PROPERTY*	\$ 834,469	\$ 147,021	\$ 981,490	795
HOMEOWNERS	\$ 249,176,435		\$ 249,176,435	35,857
CEMETERY	\$ 1,851,041		\$ 1,851,041	9
HISTORICAL AIRCRAFT		\$ 387,860	\$ 387,860	7
PUBLIC SCHOOL	\$ 7,329,409		\$ 7,329,409	6
LIBRARY/MUSEUM	\$ 1,364,547	\$ 12,560	\$ 1,377,107	7
2019-2020 TOTAL	\$ 1,072,295,929	\$ 59,896,587	\$ 1,132,192,516	38,391
2018-2019 TOTAL	\$ 1,070,005,615	\$ 59,691,853	\$ 1,129,697,468	38,571
CHANGE	\$ 2,290,314	\$ 204,734	\$ 2,495,048	(180)
PERCENTAGE CHANGE	0.21%	0.34%	0.22%	-0.47%

*(Exemption for property with value of \$2,000 or less)

NUMBER OF ASSESSMENTS

	2018-2019	2019-2020	CHANGE	PERCENT CHANGE
SECURED	97,526	97,586	60	0.06%
UNSECURED	12,203	12,285	82	0.67%
TOTAL	109,729	109,871	142	0.13%



SHASTA COUNTY ASSESSOR

50 YEAR HISTORY OF ASSESSMENT AND STAFFING

FISCAL YEAR	NUMBER OF ASSESSMENTS				NUMBER OF SUPPLEMENTALS	NUMBER OF PROP. 8	STAFF COUNT
	SECURED	UNSECURED	TOTAL				
2019-20	97,586	12,285	109,871			12,339	41
2018-19	97,526	12,203	109,729		7,219	13,698	40
2017-18	97,371	12,031	109,402		7,259	15,742	39
2016-17	97,238	11,730	108,968		7,167	18,030	39
2015-16	97,083	11,762	108,845		6,824	20,120	39
2014-15	96,823	11,884	108,707		6,380	22,944	39
2013-14	96,555	12,088	108,643		6,776	26,559	39
2012-13	96,556	12,258	108,814		6,716	29,512	38
2011-12	96,748	12,955	109,703		5,864	26,257	38
2010-11	96,727	13,546	110,273		5,639	23,375	40
2009-10	96,572	13,877	110,449		5,728	16,400	40
2008-09	96,091	14,447	110,538		6,397	5,496	40
2007-08	95,210	14,255	109,465		7,357	1,205	42
2006-07	94,128	13,767	107,895		8,613	1,318	43
2005-06	95,100	13,021	108,121		11,412	735	43
2004-05	94,111	12,825	106,936		14,708	1,058	43
2003-04	93,211	12,329	105,540		13,808	1,540	43
2002-03	92,596	12,046	104,642		14,435	2,902	41
2001-02	91,839	11,807	103,646		12,984	4,876	41
2000-01	90,926	11,788	102,714		12,222	5,591	41
1999-00	90,185	11,900	102,085		11,225	5,732	41
1998-99	89,711	11,915	101,626		8,884		41
1997-98	89,211	11,998	101,209		10,919		41
1996-97	88,812	12,049	100,861		9,171		40
1995-96	88,449	12,057	100,506		9,100		40
1994-95	87,767	14,199	101,966		11,305		40
1993-94	86,078	13,984	100,062		9,646		39
1992-93	84,739	13,987	98,726		10,434		41
1991-92	83,014	13,694	96,708		11,615		42
1990-91	80,801	12,998	93,799		13,818		41
1989-90	78,643	12,392	91,035		12,820		41
1988-89	76,681	11,892	88,573		10,420		39
1987-88	75,344	11,364	86,708		10,877		39
1986-87	74,130	11,148	85,278		10,760		39
1985-86	73,122	10,573	83,695		12,789		41
1984-85	72,018	10,806	82,824		12,906		41
1983-84	71,324	10,467	81,791				38
1982-83	70,763	9,910	80,673				38
1981-82	69,697	9,091	78,788				44
1980-81	67,940	10,488	78,428				44
1979-80	65,776	9,890	75,666				44
1978-79	62,756	9,219	71,975				53
1977-78	60,299	8,799	69,098				49
1976-77	58,182	8,109	66,291				48
1975-76	57,458	7,564	65,022				42
1974-75	56,432	6,974	63,406				42
1973-74	54,820	6,461	61,281				42
1972-73	53,249	7,301	60,550				42
1971-72	51,293	6,898	58,191				43
1970-71	50,000	6,614	56,614				43



SHASTA COUNTY ASSESSOR

50 YEAR HISTORY OF TAXABLE VALUE

SECURED AND UNSECURED LOCALLY ASSESSED PROPERTIES

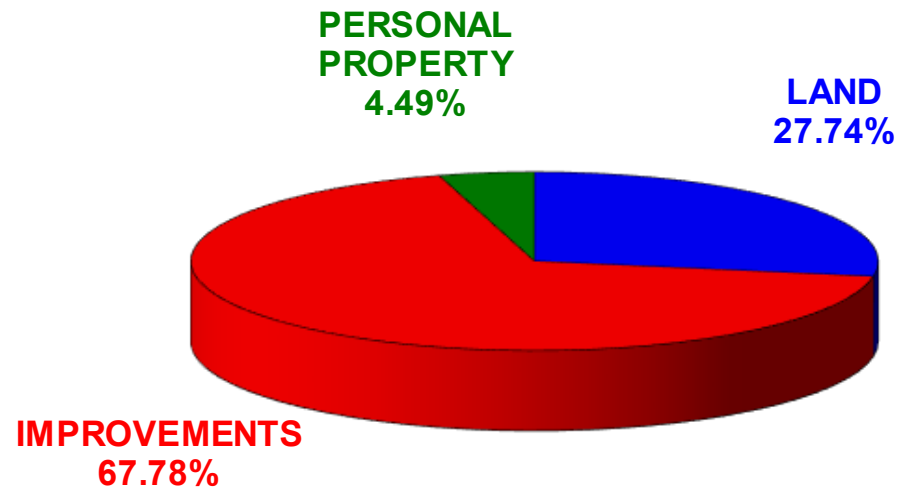
YEAR	LAND	IMPROVEMENTS	PERSONALTY	TOTAL	\$ CHANGE	% CHANGE
2019	\$5,382,616,189	\$ 13,153,359,446	\$ 870,618,736	\$ 19,406,594,371	\$ 752,115,655	4.03%
2018	\$5,185,001,795	\$ 12,658,985,404	\$ 810,491,517	\$ 18,654,478,716	\$ 823,704,607	4.62%
2017	\$5,007,318,482	\$ 11,997,170,881	\$ 826,284,746	\$ 17,830,774,109	\$ 655,639,171	3.82%
2016	\$4,793,688,858	\$ 11,629,472,999	\$ 751,973,081	\$ 17,175,134,938	\$ 819,789,350	5.01%
2015	\$4,604,797,950	\$ 11,008,997,845	\$ 741,549,793	\$ 16,355,345,588	\$ 634,167,685	4.03%
2014	\$4,405,951,295	\$ 10,573,508,954	\$ 741,717,654	\$ 15,721,177,903	\$ 662,434,155	4.40%
2013	\$4,248,018,357	\$ 10,110,039,955	\$ 700,685,436	\$ 15,058,743,748	\$ 409,246,704	2.79%
2012	\$4,163,730,084	\$ 9,737,271,823	\$ 748,495,137	\$ 14,649,497,044	\$ (202,694,325)	-1.36%
2011	\$4,288,350,683	\$ 9,616,828,975	\$ 947,011,711	\$ 14,852,191,369	\$ (535,719,932)	-3.48%
2010	\$4,634,820,082	\$ 9,904,321,901	\$ 848,769,318	\$ 15,387,911,301	\$ (906,004,040)	-5.56%
2009	\$5,062,938,138	\$ 10,337,193,804	\$ 893,783,399	\$ 16,293,915,341	\$ (356,187,032)	-2.14%
2008	\$5,229,552,223	\$ 10,520,575,047	\$ 899,975,103	\$ 16,650,102,373	\$ 851,303,403	5.39%
2007	\$4,893,969,995	\$ 10,048,629,751	\$ 856,199,224	\$ 15,798,798,970	\$ 1,343,439,769	9.29%
2006	\$4,385,730,593	\$ 9,284,525,293	\$ 785,103,315	\$ 14,455,359,201	\$ 1,597,300,048	12.42%
2005	\$3,759,253,960	\$ 8,374,881,045	\$ 723,924,148	\$ 12,858,059,153	\$ 1,147,571,909	9.80%
2004	\$3,369,278,683	\$ 7,640,812,384	\$ 700,396,177	\$ 11,710,487,244	\$ 893,584,138	8.26%
2003	\$3,139,119,236	\$ 6,979,067,956	\$ 698,715,914	\$ 10,816,903,106	\$ 814,821,250	8.15%
2002	\$2,944,708,354	\$ 6,386,236,985	\$ 671,136,517	\$ 10,002,081,856	\$ 679,038,007	7.28%
2001	\$2,797,710,759	\$ 5,885,832,366	\$ 639,500,724	\$ 9,323,043,849	\$ 544,679,364	6.20%
2000	\$2,688,533,075	\$ 5,531,187,855	\$ 558,643,555	\$ 8,778,364,485	\$ 361,970,840	4.30%
1999	\$2,592,972,429	\$ 5,271,832,270	\$ 551,588,946	\$ 8,416,393,645	\$ 251,034,330	3.07%
1998	\$2,516,321,185	\$ 5,113,597,525	\$ 535,440,605	\$ 8,165,359,315	\$ 248,849,598	3.14%
1997	\$2,451,512,546	\$ 4,929,172,391	\$ 535,824,780	\$ 7,916,509,717	\$ 175,001,975	2.26%
1996	\$2,373,462,193	\$ 4,853,902,760	\$ 514,142,789	\$ 7,741,507,742	\$ 199,173,638	2.64%
1995	\$2,321,985,568	\$ 4,719,303,992	\$ 501,044,544	\$ 7,542,334,104	\$ 273,154,288	3.76%
1994	\$2,254,283,391	\$ 4,533,725,676	\$ 481,170,749	\$ 7,269,179,816	\$ 289,886,726	4.15%
1993	\$2,152,531,707	\$ 4,438,745,183	\$ 388,016,200	\$ 6,979,293,090	\$ 318,401,360	4.78%
1992	\$2,045,960,966	\$ 4,226,068,836	\$ 388,861,928	\$ 6,660,891,730	\$ 500,321,943	8.12%
1991	\$1,885,985,650	\$ 3,909,942,226	\$ 364,641,911	\$ 6,160,569,787	\$ 581,694,674	10.43%
1990	\$1,675,284,731	\$ 3,572,105,006	\$ 331,485,376	\$ 5,578,875,113	\$ 553,792,530	11.02%
1989	\$1,528,958,803	\$ 3,195,696,140	\$ 300,427,640	\$ 5,025,082,583	\$ 438,916,223	9.57%
1988	\$1,441,786,784	\$ 2,873,213,724	\$ 271,165,852	\$ 4,586,166,360	\$ 347,025,083	8.19%
1987	\$1,376,815,428	\$ 2,631,311,314	\$ 231,014,535	\$ 4,239,141,277	\$ 271,782,717	6.85%
1986	\$1,314,737,550	\$ 2,428,244,680	\$ 224,376,330	\$ 3,967,358,560	\$ 226,475,020	6.05%
1985	\$1,251,000,500	\$ 2,280,673,850	\$ 209,209,190	\$ 3,740,883,540	\$ 258,806,249	7.43%
1984	\$1,169,566,900	\$ 2,097,524,250	\$ 214,986,141	\$ 3,482,077,291	\$ 231,625,861	7.13%
1983	\$1,101,148,100	\$ 1,952,179,095	\$ 197,124,235	\$ 3,250,451,430	\$ 193,427,975	6.33%
1982	\$1,030,467,060	\$ 1,836,159,440	\$ 190,396,955	\$ 3,057,023,455	\$ 267,440,435	9.59%
1981	\$ 940,188,390	\$ 1,621,170,970	\$ 228,223,660	\$ 2,789,583,020	\$ 395,342,292	16.51%
1980	\$ 832,634,880	\$ 1,401,306,100	\$ 160,299,748	\$ 2,394,240,728	\$ 275,417,624	13.00%
1979	\$ 695,416,380	\$ 1,173,251,040	\$ 250,155,684	\$ 2,118,823,104	\$ 340,776,904	19.17%
1978	\$ 590,546,940	\$ 975,129,080	\$ 212,370,180	\$ 1,778,046,200	\$ 239,930,200	15.60%
1977	\$ 526,780,000	\$ 801,100,000	\$ 210,236,000	\$ 1,538,116,000	\$ 93,496,872	6.47%
1976	\$ 609,539,680	\$ 668,030,500	\$ 167,048,948	\$ 1,444,619,128	\$ 258,496,220	21.79%
1975	\$ 502,569,000	\$ 528,995,860	\$ 154,558,048	\$ 1,186,122,908	\$ 107,418,016	9.96%
1974	\$ 492,291,924	\$ 449,467,000	\$ 136,945,968	\$ 1,078,704,892	\$ 105,151,428	10.80%
1973	\$ 470,988,144	\$ 391,969,340	\$ 110,595,980	\$ 973,553,464	\$ 126,117,068	14.88%
1972	\$ 387,940,588	\$ 354,018,880	\$ 105,476,928	\$ 847,436,396	\$ 49,670,364	6.23%
1971	\$ 353,747,504	\$ 341,443,612	\$ 102,574,916	\$ 797,766,032	\$ 35,868,424	4.71%
1970	\$ 324,168,548	\$ 305,801,260	\$ 131,927,800	\$ 761,897,608	\$ 27,705,220	3.77%

1978 - Proposition 13 went into effect this year



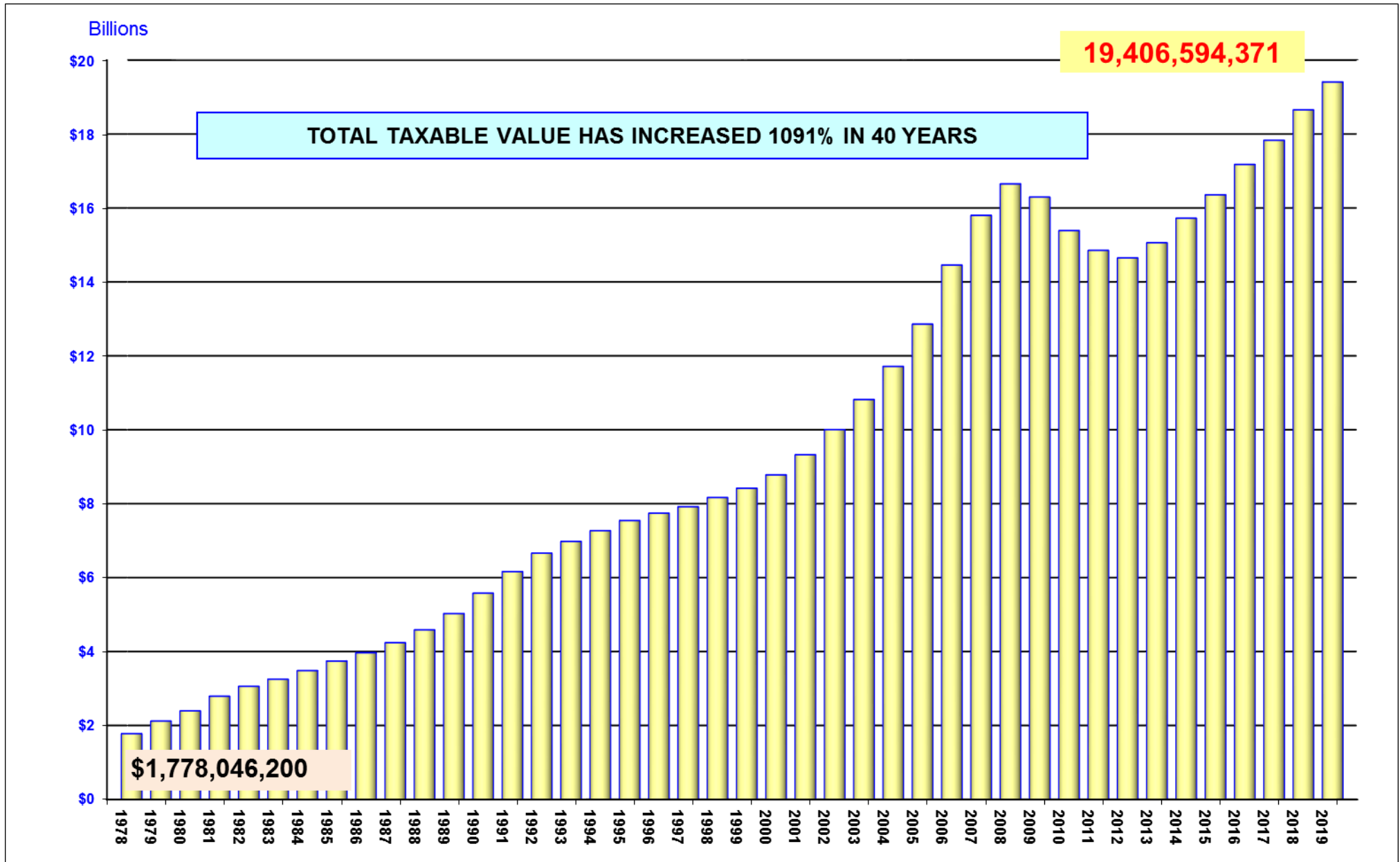
SHASTA COUNTY ASSESSOR TOTAL ASSESSMENT ROLL BY ROLL TYPE

	TAXABLE VALUE	%
LAND	\$ 5,382,616,189	27.74%
IMPROVEMENTS	\$ 13,153,359,446	67.78%
PERSONAL PROPERTY	\$ 870,618,736	4.49%
TOTAL	\$ 19,406,594,371	





SHASTA COUNTY ASSESSOR ASSESSMENT ROLL GROWTH FROM FIRST YEAR UNDER PROP 13 TO CURRENT

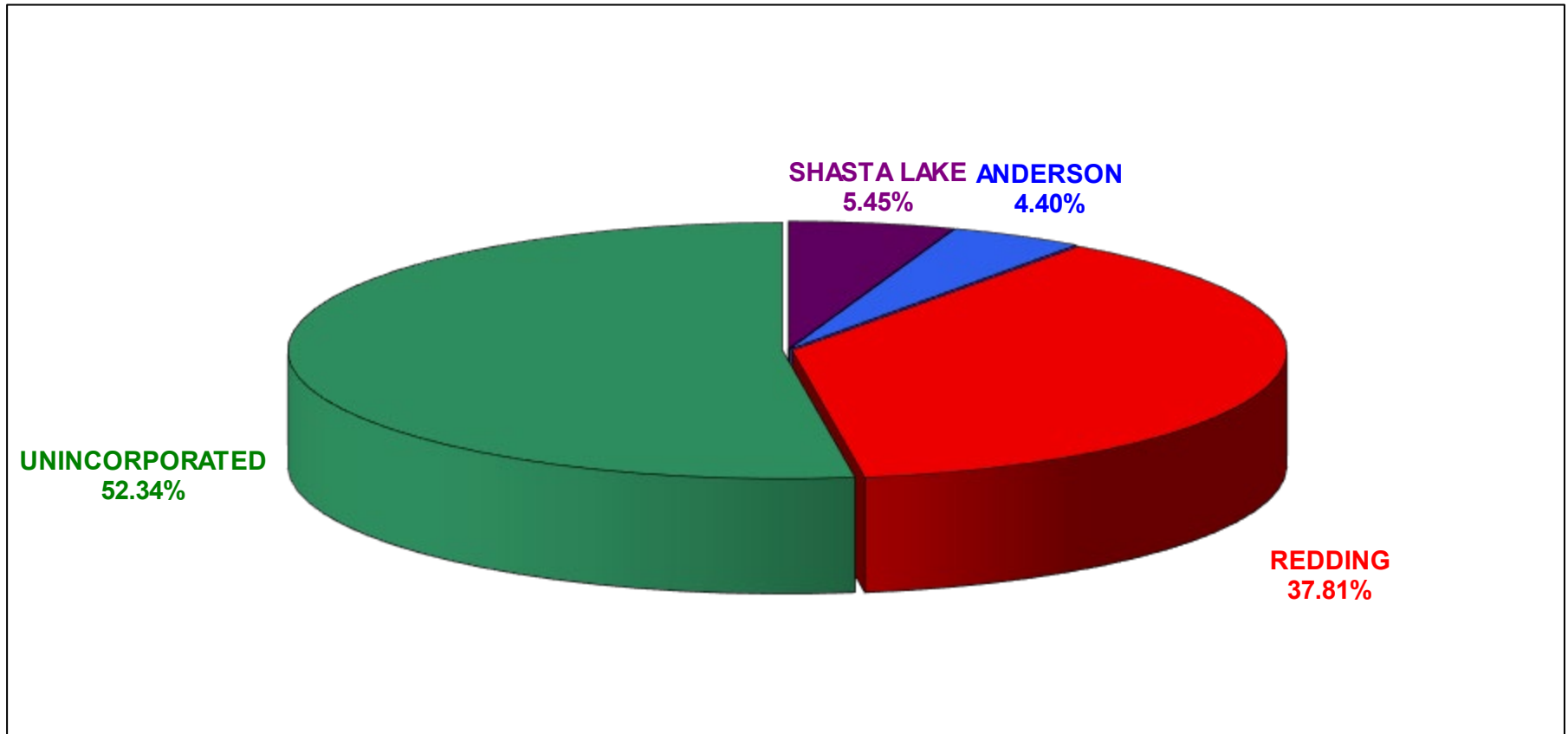




SHASTA COUNTY ASSESSOR DISTRIBUTION OF PARCELS BY CITY / UNINCORPORATED

	<u>PARCELS</u>	<u>%</u>
SHASTA LAKE	5,315	5.45%
ANDERSON	4,296	4.40%
REDDING	36,900	37.81%
UNINCORPORATED	51,075	52.34%
TOTAL	97,586	

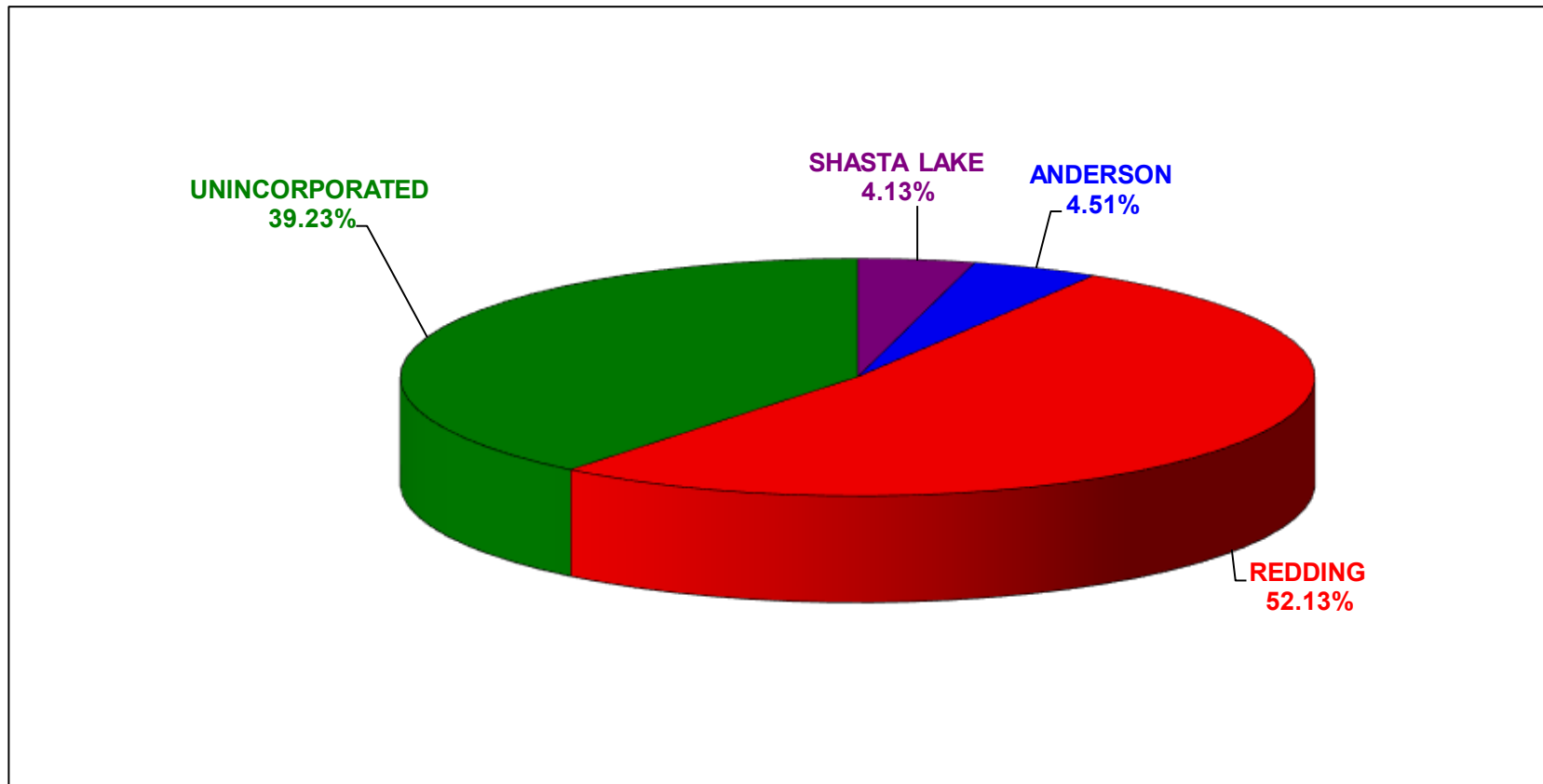
(Secured Roll Only)





SHASTA COUNTY ASSESSOR DISTRIBUTION OF TAXABLE VALUES BY CITY / UNINCORPORATED

	GROSS VALUE	%	
SHASTA LAKE	\$ 802,253,574	4.13%	(Secured & Unsecured Property)
ANDERSON	\$ 874,692,850	4.51%	
REDDING	\$ 10,115,999,557	52.13%	
UNINCORPORATED	\$ 7,613,648,390	39.23%	
TOTAL	\$ 19,406,594,371		





**SHASTA COUNTY ASSESSOR
PERFORMANCE MEASUREMENT
BASED ON NET COUNTY COST PER ASSESSMENT OVER LAST SIX YEARS**

ACTUAL RESULTS

FISCAL YEAR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
TOTAL ASSESSMENTS	108,643	108,707	108,845	108,968	109,402	109,729
TOTAL NET COUNTY COST	\$3,205,936	\$3,508,443	\$3,073,442	\$3,165,082	\$3,432,944	\$3,432,944
COST PER ASSESSMENT	\$29.51	\$32.27	\$28.24	\$29.05	\$31.38	\$31.29
STATE AVERAGE *	\$29.11	\$28.71	\$30.07	\$29.94	\$35.56	N/A
OVER (UNDER) STATE AV	\$0.40	\$3.56	-\$1.83	-\$0.89	-\$4.18	
% OVER (UNDER) STATE AV	1.4%	12.4%	-6.1%	-3.0%	-11.8%	

The measurement is the net County cost (General Fund Support) divided by the total number of assessments.

*The State Average comes from the annual budget and workload data compiled by the California State Board of Equalization.



SHASTA COUNTY ASSESSOR PERFORMANCE MEASUREMENT BASED ON ASSESSMENT APPEALS OVER LAST SIX YEARS

	<i>ACTUAL RESULTS</i>					
FISCAL YEAR	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
SHASTA COUNTY:						
TOTAL NUMBER OF APPEALS FILED	87	75	73	83	119	106
NUMBER WITHDRAWN BY APPLICANT	-43	-32	-21	-29	-53	-42
CONTINUANCE REQUESTED BY APPLICANT	-11	-11	-19	-34	-11	-33
STIPULATIONS	-25	-28	-28	-15	-52	-28
ASSESSMENT APPEALS HEARD	8	4	5	5	3	3

TOTAL SHASTA COUNTY ASSESSMENTS	108,643	108,707	108,845	108,968	109,402	109,729
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NUMBER OF APPEALS FILED AS % OF TOTAL ASSESSMENTS IN SHASTA COUNTY:	0.08%	0.07%	0.07%	0.08%	0.11%	0.10%
NUMBER OF APPEALS FILED AS % OF TOTAL ASSESSMENTS USING STATE AVERAGE: *	0.75%	0.76%	0.58%	0.55%	0.43%	N/A

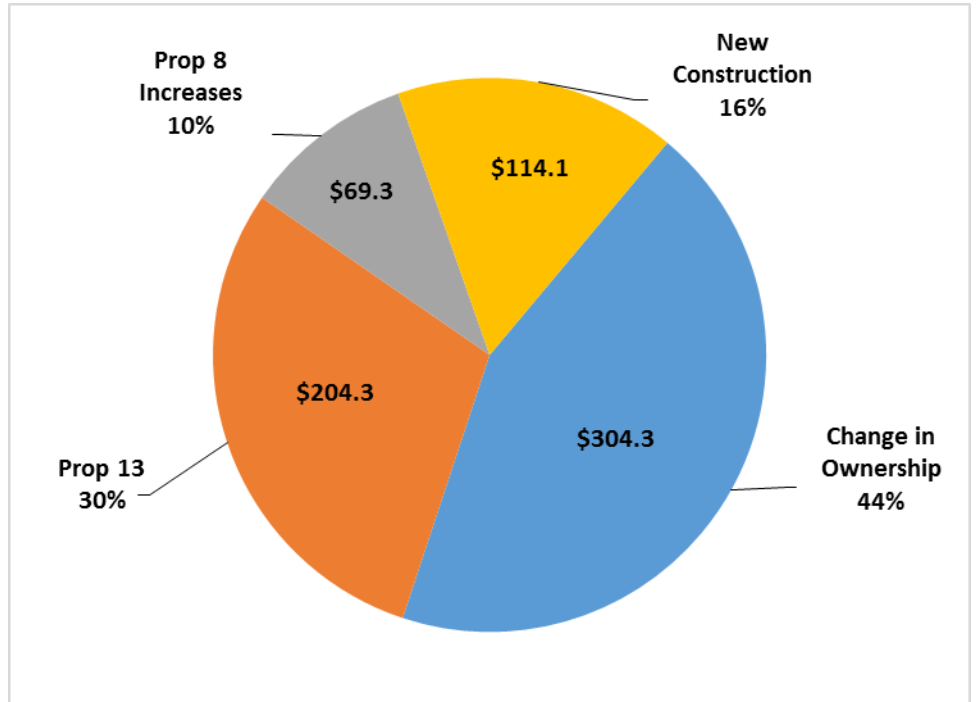
The number of assessment appeals filed is one indicator of the accuracy of the County's assessment program. A low percentage of appeals to total assessments is associated with a greater degree of accuracy by Assessor staff and the property owner's satisfaction with their assessment.

*The State Average comes from the annual budget and workload data compiled by the California State Board of Equalization.

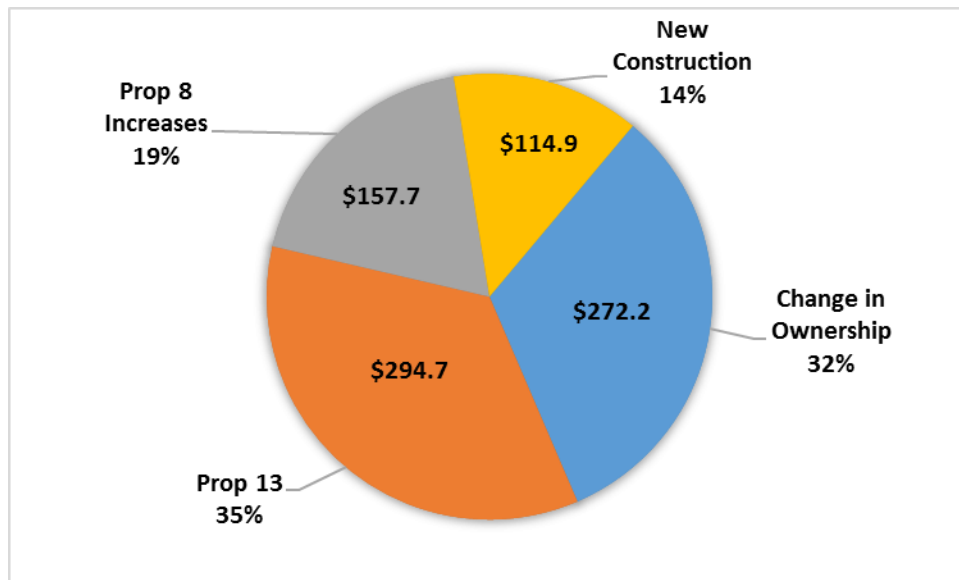


SHASTA COUNTY REAL PROPERTY VALUE GROWTH

2018 to 2019 Real Property Value Growth



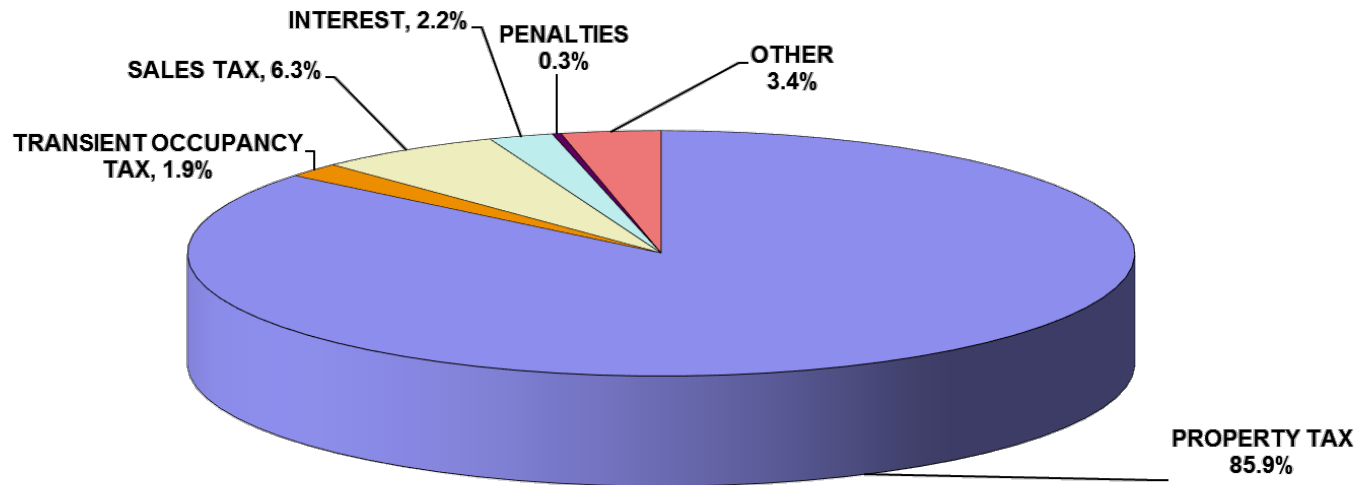
2017 to 2018 Real Property Value Growth





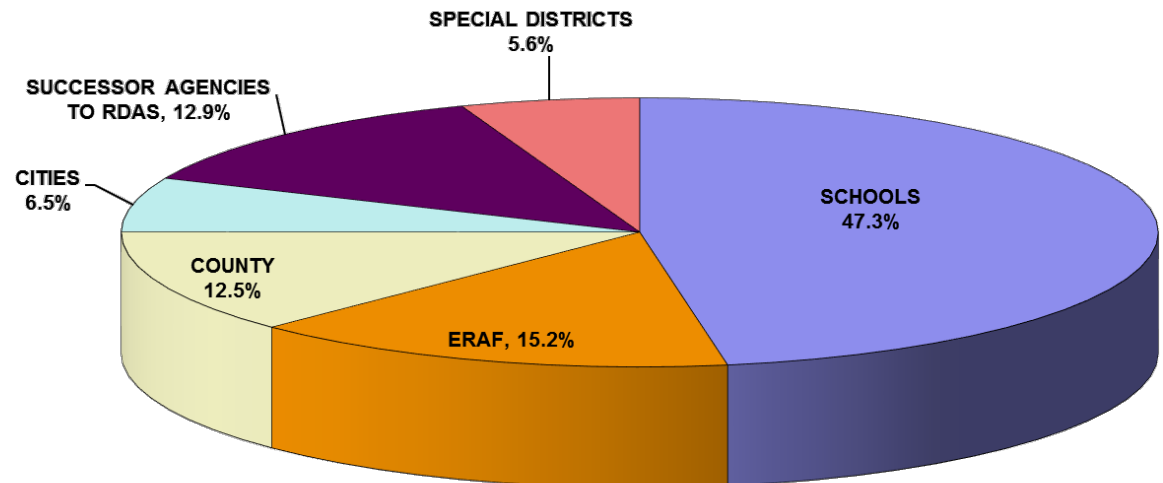
SHASTA COUNTY PROPERTY TAX DISTRIBUTION

General Revenue By Source / Percentage of Each Tax Dollar



Shasta County Actuals 2017-2018

Property tax is the single largest source of discretionary revenue available to the County



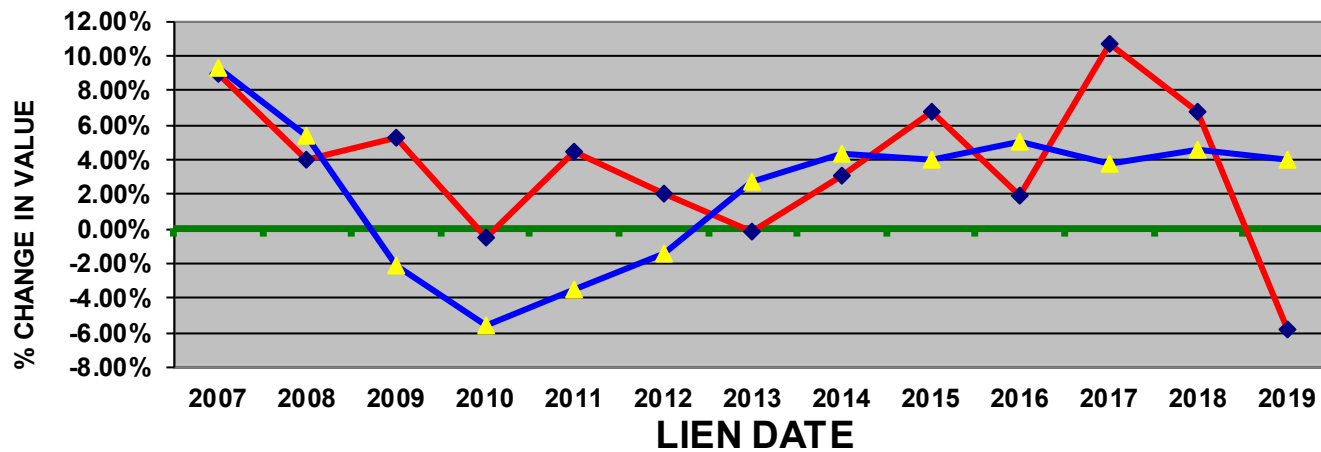
From County Auditor-Controller's Office - Property Tax Revenue Allocation Breakdown 2018



COMPARISON OF ROLL CHANGE CALIFORNIA STATE BOARD OF EQUALIZATION (BOE) ROLL & LOCAL ASSESSOR'S ROLL

LIEN DATE	BOE ASSESSMENTS	LOCAL ROLL
2007	8.98%	9.29%
2008	4.00%	5.39%
2009	5.29%	-2.14%
2010	-0.44%	-5.56%
2011	4.48%	-3.48%
2012	2.09%	-1.36%
2013	-0.09%	2.79%
2014	3.14%	4.40%
2015	6.74%	4.03%
2016	1.97%	5.01%
2017	10.69%	3.82%
2018	6.78%	4.62%
2019	-5.80%	4.03%

BOE VERSUS LOCAL ROLL CHANGES





SHASTA COUNTY ASSESSOR-RECORDER STATE ASSESSMENT VERSUS LOCAL ASSESSMENT

The fundamental differences in state vs. local assessment are summarized in the following table:

	STATE ASSESSED	COUNTY ASSESSED
VALUATION METHOD	Annually reassessed at fair market value	Acquisition Value Factored By No More than 2% per year or Current Market Value, whichever is lower.
REVENUE ALLOCATION	Unitary Base + "County Wide" Incremental Growth	Revenues are allocated to all jurisdictions in the tax rate area where the property is located
VALUE SETTING	Board of Equalization Members	County Assessor
APPEAL OF VALUE	Board of Equalization Members	Local Assessment Appeals Board
COURT REVIEW	Trial De Novo	Review of administrative record



SHASTA COUNTY RECORDER

ANNUAL STATISTICAL REPORT OF DOCUMENTS RECORDED AND FILED

YEAR *	DEEDS	DEEDS OF TRUST	TRUSTEE'S DEEDS	RECONS	NOTICE OF DEFAULTS	LIENS & ABST JDGS	MAPS	MISC DOCS	TOTAL
1993	10,230	12,709	180	12,186	564	5,568	208	17,091	58,736
1994	9,291	9,607	217	10,559	517	5,734	182	17,109	53,216
1995	7,562	7,423	249	6,069	682	6,590	141	17,092	45,808
1996	8,055	7,683	324	6,388	768	5,169	144	16,567	45,098
1997	8,254	8,028	377	6,373	775	4,279	175	15,251	43,512
1998	9,154	10,365	404	8,851	833	5,558	121	17,199	52,485
1999	9,450	9,865	361	9,569	719	3,476	114	16,247	49,801
2000	9,923	8,830	355	7,382	767	5,672	136	14,738	47,803
2001	11,035	12,717	303	10,980	656	5,074	133	15,292	56,190
2002	12,969	17,030	198	16,136	586	5,623	142	15,825	68,509
2003	13,922	23,089	115	23,884	487	5,849	150	17,979	85,475
2004	13,893	19,879	73	17,408	390	5,842	135	16,959	74,579
2005	14,466	20,979	26	19,542	410	5,140	165	17,181	77,909
2006	11,338	16,659	76	15,455	606	4,806	176	16,746	65,862
2007	9,615	12,518	361	12,149	1,104	4,995	167	16,638	57,547
2008	7,279	6,989	732	7,223	1,529	5,079	130	15,058	44,019
2009	6,908	6,601	978	7,211	1,897	5,162	82	15,154	43,993
2010	6,557	5,388	1,107	5,781	1,765	4,770	77	15,860	41,305
2011	6,952	4,901	1,214	5,391	1,679	4,666	47	19,724	44,574
2012	8,530	7,511	962	7,822	1,371	3,678	54	22,452	52,380
2013	8,786	7,788	451	9,134	681	3,045	64	21,903	51,852
2014	7,813	5,344	400	5,894	622	3,005	64	16,672	39,814
2015	8,181	6,699	333	7,364	511	2,702	65	18,299	44,154
2016	8,863	7,331	287	7,747	489	3,121	57	19,029	46,924
2017	9,079	6,869	219	7,612	399	3,200	62	18,510	45,950
2018	8,322	6,174	197	6,733	333	4,031	39	16,692	42,521

*Calendar year



**SHASTA COUNTY RECORDER
DOCUMENTARY TRANSFER TAX
MONTHLY BY ENTITY FOR PRIOR CALENDAR YEAR**

MONTH 2018	SHASTA LAKE	ANDERSON	REDDING	COUNTY	TOTAL
JAN	\$2,459.87	\$2,179.62	\$24,457.59	\$206,655.47	\$235,752.55
FEB	\$3,099.25	\$1,384.89	\$22,887.60	\$54,682.76	\$82,054.50
MAR	\$2,287.70	\$2,624.02	\$24,021.96	\$61,542.42	\$90,476.10
APRIL	\$3,974.55	\$2,153.51	\$30,776.79	\$80,305.10	\$117,209.95
MAY	\$3,340.65	\$4,160.18	\$28,563.27	\$81,399.95	\$117,464.05
JUNE	\$2,917.18	\$3,623.64	\$52,681.32	\$104,872.56	\$164,094.70
JULY	\$3,793.87	\$3,856.85	\$37,616.85	\$91,338.13	\$136,605.70
AUG	\$3,450.68	\$2,088.60	\$37,114.68	\$83,022.69	\$125,676.65
SEPT	\$2,110.60	\$6,266.94	\$33,491.02	\$77,594.74	\$119,463.30
OCT	\$2,891.35	\$2,965.85	\$43,306.01	\$97,126.34	\$146,289.55
NOV	\$3,399.54	\$2,031.96	\$26,449.71	\$66,435.69	\$98,316.90
DEC	\$2,731.28	\$4,415.66	\$26,010.74	\$68,774.92	\$101,932.60
TOTAL FOR 2018	\$36,456.52	\$37,751.72	\$387,377.54	\$1,073,750.77	\$1,535,336.55



SHASTA COUNTY RECORDER

RECORDED DOCUMENTS ANNUALLY

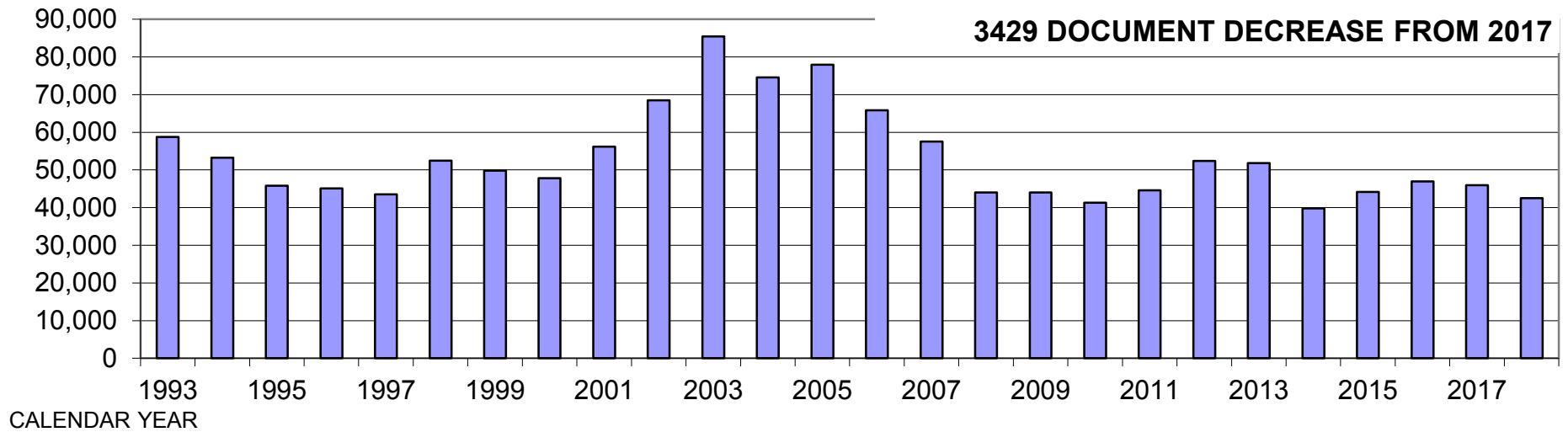


TABLE XIII

RECORDED DEEDS ANNUALLY

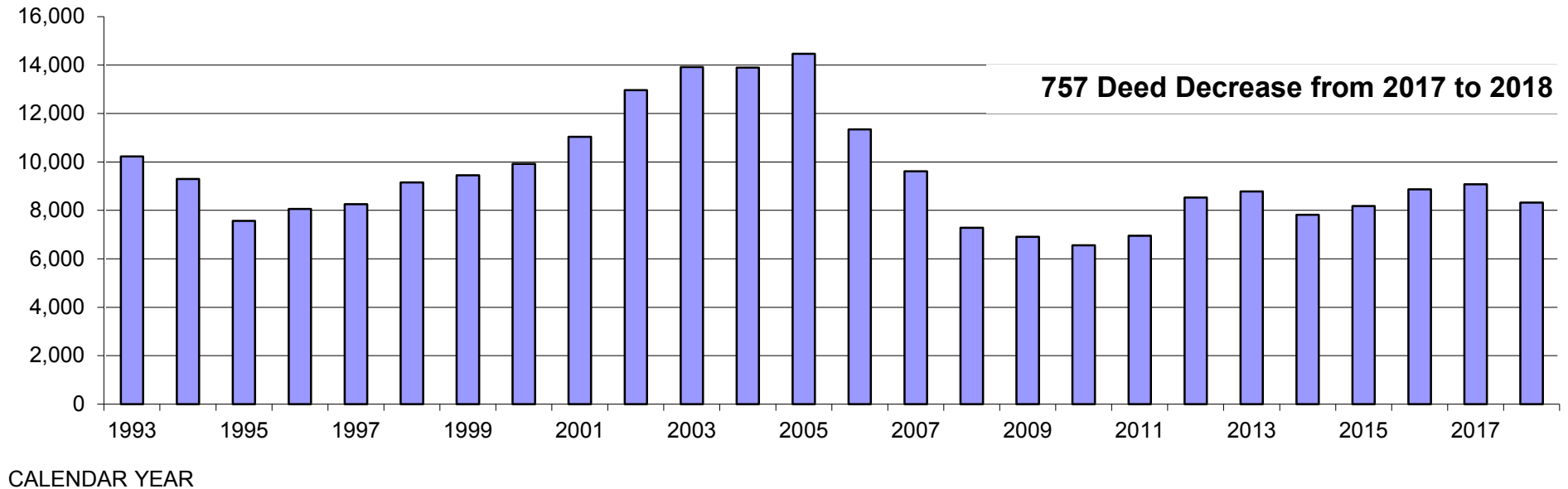
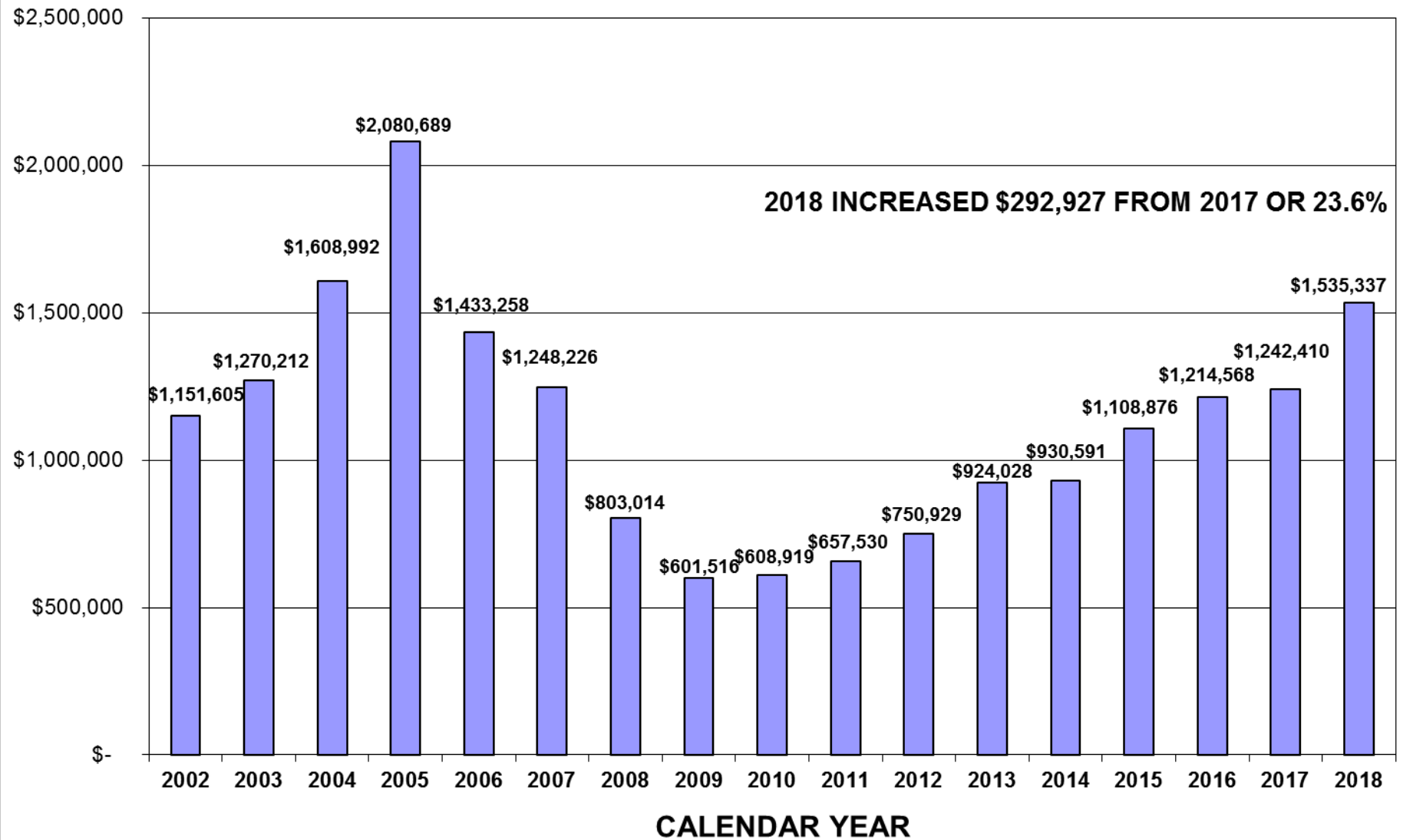


TABLE XIV



SHASTA COUNTY RECORDER DOCUMENTARY TRANSFER TAX ANNUALLY

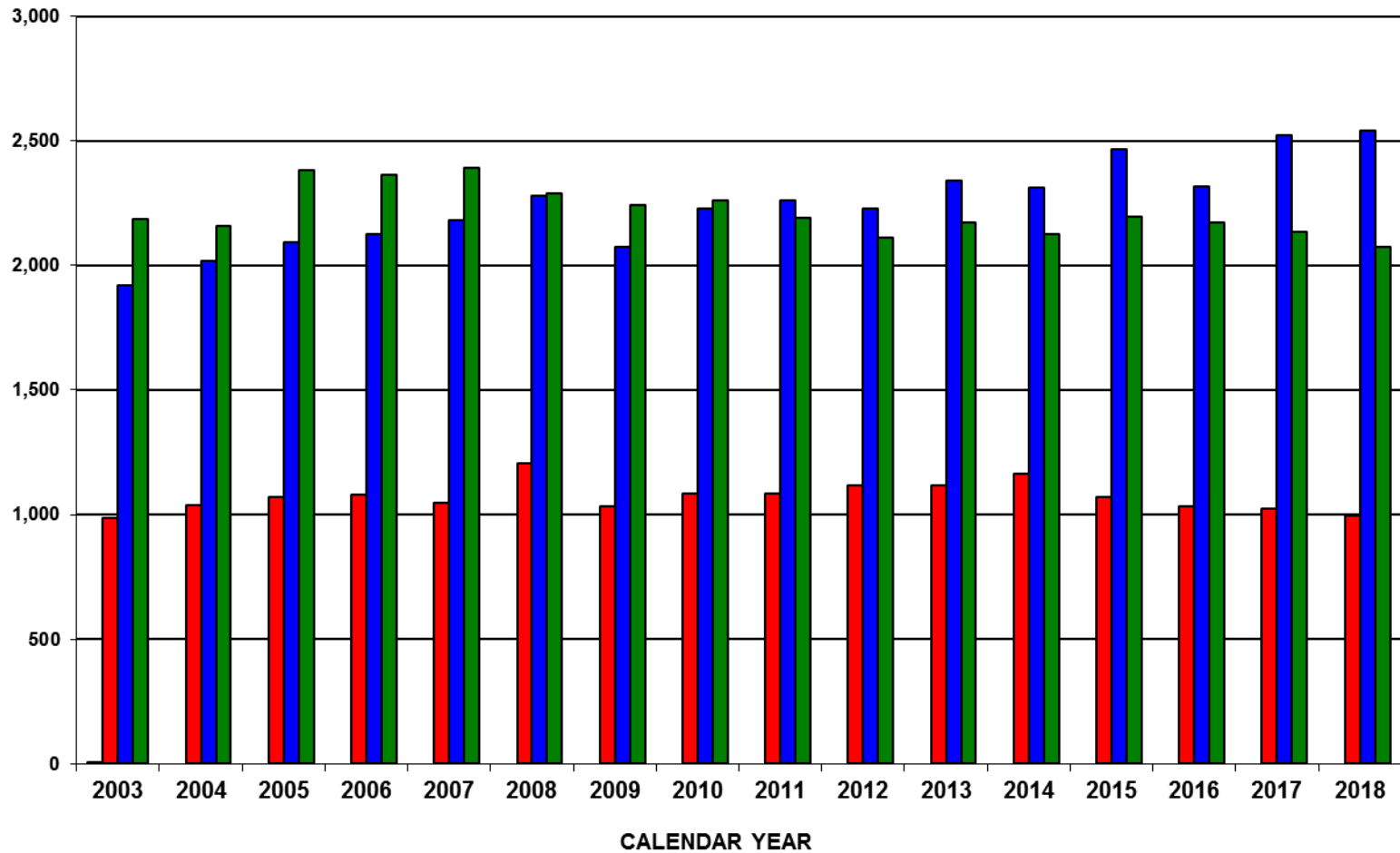




SHASTA COUNTY RECORDER VITAL STATISTICS ANNUALLY NUMBER OF DOCUMENTS FILED

CALENDAR YEAR

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
MARRIAGES	988	1,038	1,070	1,082	1,049	1,204	1,035	1,086	1,084	1,117	1,117	1,166	1,069	1,031	1,025	994
DEATHS	1,920	2,019	2,094	2,123	2,181	2,280	2,072	2,230	2,261	2,230	2,339	2,314	2,468	2,318	2,520	2,542
BIRTHS	2,184	2,156	2,383	2,363	2,389	2,287	2,243	2,259	2,189	2,113	2,172	2,125	2,196	2,170	2,134	2,072



APPENDIX

Section 51 Value Reviews (Prop 8) – Comparison of Factored Base to Current Assessment

SEC. 51 – THE LAW AND HOW IT AFFECTS YOUR VALUES

R&T Code Section 51 states that the taxable value of real property shall be the lesser of Base Year Value or Full Cash Value. The Assessor recognizes the responsibility to enroll the appropriate values during a declining market. This reduction is a form of assessment relief which is applied when a Property's taxable value exceeds the current market value.

VALUE REVIEWS IN SHASTA COUNTY AS OF JANUARY 1, 2019

In recognition of the current market values as of the January 1, 2019 lien date, the Shasta County Assessor's Office reviewed 13,679 Section 51 values from the January 1, 2018 assessment roll. This review resulted in the reduction on 12,174 properties.

% Change compared to Base Year Value	Prop 8 Count	% of Total Count
60% or more	651	5.35%
50% - 60%	648	5.32%
40% - 50%	959	7.88%
30% - 40%	2,129	17.49%
20% - 30%	2,796	22.97%
10% - 20%	2,996	24.61%
up to 10%	1,995	16.39%
Totals	12,174	100.00%

Section 51 Value Reviews (Prop 8) – Comparison of 2018 to 2019 Prop 8 Values

% Change compared to 2018 Prop 8 Value	2019 Prop 8 Count	% of Total Count
20% or more	483	3.99%
10% to 20%	1,362	11.26%
5% to 10%	2,450	20.26%
0% to 5%	2,633	21.77%
0%	3,717	30.74%
0% to -5%	253	2.09%
-5% to -10%	532	4.40%
-10% to -20%	155	1.28%
Over -20%	508	4.20%
Totals	12,093	100.00%

SEC. 51 – PROP 8 VALUE COMPARISONS TO PRIOR YEAR

In an effort to review the change in market value from January 1, 2018 to January 1, 2019, the Assessor's office has analyzed the market value change. These comparisons have not been adjusted for items such as new construction or disposals during 2018 which would not have been included in the January 1, 2018 value.

Note: 1,541 assessments were restored to a Prop 13 base year value. This could be the result of a change in ownership or based on the market value review which was greater than the factored base year value.

Base Year to Prop 8 Values for January 1, 2019

Shasta County Summary Review

		VALUES				
		No. of Asmts	Land	Improvement	Manufactured Home	Total
Redding	Base Year Values	5,265	774,748,459	1,803,885,887	16,844,260	2,595,478,606
	Prop 8 Values	5,265	465,955,536	1,382,282,430	10,871,423	1,859,109,389
	Total Reduction		308,792,923	421,603,457	5,972,837	736,369,217
Anderson	Base Year Values	492	80,944,970	150,454,834	693,504	232,093,308
	Prop 8 Values	492	54,986,385	117,010,715	430,868	172,427,968
	Total Reduction		25,958,585	33,444,119	262,636	59,665,340
Shasta Lake	Base Year Values	679	53,730,471	87,787,711	4,838,938	146,357,120
	Prop 8 Values	679	27,389,900	81,501,400	2,743,931	111,635,231
	Total Reduction		26,340,571	6,286,311	2,095,007	34,721,889
Unincorporated	Base Year Values	5,738	681,620,761	1,006,069,449	20,531,014	1,708,221,224
	Prop 8 Values	5,738	408,059,257	796,479,811	13,441,730	1,217,980,798
	Total Reduction		273,561,504	209,589,638	7,089,284	490,240,426
Shasta Co Total	Base Year Values	12,174	1,591,044,661	3,048,197,881	42,907,716	4,682,150,258
Shasta Co Total	Prop 8 Values	12,174	956,391,078	2,377,274,356	27,487,952	3,361,153,386
	Total Reduction		634,653,583	670,923,525	15,419,764	1,320,996,872

	Secured Asmts	Sec Prop 8 Asmts	% Reduction	Total Reduction	Property Tax Dollars @ 1%	Shasta County Portion @ 13%
Redding	36,900	5,265	14.27%	736,369,217	\$7,363,692	\$957,280
Anderson	4,296	492	11.45%	59,665,340	\$596,653	\$77,565
Shasta Lake	5,315	679	12.78%	34,721,889	\$347,219	\$45,138
Unincorporated	51,075	5,738	11.23%	490,240,426	\$4,902,404	\$637,313
Shasta Co Total	97,586	12,174	12.48%	1,320,996,872	\$13,209,969	\$1,717,296

Comparison of 2018 to 2019 Base Year and Prop 8 Values

Shasta County Summary Review

		January 1, 2018	January 1, 2019	Difference	% Change
Redding	Number of Asmts	6,180	5,265	-915	-14.81%
	Base Year Values	2,947,674,399	2,595,478,606	-352,195,793	-11.95%
	Prop 8 Values	2,126,781,482	1,859,109,389	-267,672,093	-12.59%
	Total Reduction	820,892,917	736,369,217	-84,523,700	-10.30%
Anderson	Number of Asmts	599	492	-107	-17.86%
	Base Year Values	259,691,778	232,093,308	-27,598,470	-10.63%
	Prop 8 Values	181,406,683	172,427,968	-8,978,715	-4.95%
	Total Reduction	78,285,095	59,665,340	-18,619,755	-23.78%
Shasta Lake	Number of Asmts	782	679	-103	-13.17%
	Base Year Values	163,355,673	146,357,120	-16,998,553	-10.41%
	Prop 8 Values	120,096,395	111,635,231	-8,461,164	-7.05%
	Total Reduction	43,259,278	34,721,889	-8,537,389	-19.74%
Unincorporated	Number of Asmts	6,118	5,738	-380	-6.21%
	Base Year Values	1,864,956,737	1,708,221,224	-156,735,513	-8.40%
	Prop 8 Values	1,324,542,663	1,217,980,798	-106,561,865	-8.05%
	Total Reduction	540,414,074	490,240,426	-50,173,648	-9.28%
Shasta Co Total	Number of Asmts	13,679	12,174	-1,505	-11.00%
	Base Year Values	5,235,678,587	4,682,150,258	-553,528,329	-10.57%
	Prop 8 Values	3,752,827,223	3,361,153,386	-391,673,837	-10.44%
	Total Reduction	1,482,851,364	1,320,996,872	-161,854,492	-10.92%
Secured Asmts		97,371	97,586	215	0.22%
Secured Prop 8 Asmts		13,679	12,174	-1,505	-11.00%
% Reduction		14.05%	12.48%	-1.57%	-11.20%
Total Reduction		1,482,851,364	1,320,996,872	(161,854,492)	-10.92%
Property Tax Dollars @ 1%		14,828,514	13,209,969	(1,618,545)	-10.92%
Shasta County Portion @ 13%		1,927,707	1,717,296	(210,411)	-10.92%

Section 170 – 2019 Disaster Relief Review

Revenue and Taxation Code section 170 provides that if a calamity such as fire, earthquake, or flooding damages or destroys property, the taxpayer may be eligible for property tax relief. In such cases, the assessor reappraises the property to reflect its damaged condition. In addition, when it is rebuilt in a like or similar manner, the property will retain its prior value (Proposition 13) for tax purposes.

In July 2018 Shasta County residents suffered greatly from the Carr fire. As a result the Assessor's staff enrolled 1,223 reductions to the assessed properties as follows:

Asmt. Type	Claims	No Reductions	Reductions	Total Value Removed	
				Real Property	Personal Prop.
Secured	1,468	346	1,122	183,780,898	171,490
Personal Property	16	10	6	0	278,180
Boats	69	9	60	0	587,410
Possessory Interests	2	1	1	0	84,384
Manufactured Homes	46	12	34	0	403,931
Total	1,601	378	1,223	183,780,898	1,525,395
Redding Total	448	90	358	72,426,800	223,850
Unincorporated Total	1,153	288	865	111,354,098	1,301,545

Shasta County's Delta fire occurred in September 2018 and resulted in an additional 19 reductions as follows:

Asmt. Type	Claims	No Reductions	Reductions	Total Value Removed	
				Real Property	Personal Prop.
Secured	22	5	17	795,314	0
Boats	2	0	2	0	11,460
Total	24	5	19	795,314	11,460

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Approve revision of the Joint Powers Agreement with the Golden State Finance Authority.

DEPARTMENT: Administrative Office

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize: (1) The Chairman to sign the revised Joint Powers Agreement (JPA) with the Golden State Finance Authority; and (2) adopt a resolution which approves the revisions to the JPA.

SUMMARY

N/A

DISCUSSION

The Golden State Finance Authority (GSFA) was created by a Joint Exercise of Powers Agreement dated July 1, 2013, pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California.

Since its inception in 1993, GSFA has assisted over 75,900 individuals and families to purchase homes in California and has provided over \$543 million in down payment assistance. In 2010, GSFA expanded its focus to also provide emergency efficiency financing to California homeowners.

The primary specific revisions to the JPA are as follows:

1) Expressly authorizing GSFA to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

2) Clarifying that GSFA may finance the preservation of real property and infrastructure.

3) Incorporating recent amendments to the PACE statutes expanding the types of improvements that may be financed through that program.

- 4) Expressly authorizing GSFA to issue Industrial Development Bonds for qualifying projects.
- 5) Specifically referencing GSFA’s ability to create nonprofit corporations (such as NHF (National Homebuyers Fund) and GSNR (Golden State Natural Resources)).
- 6) Other technical amendments to revise obsolete language or conform to current practice.

ALTERNATIVES

The Board could choose not to approve the JPA and adopt the resolution. This is not recommended as there is no financial cost to join the JPA and it allows Shasta County citizens to be able to participate in the program.

OTHER AGENCY INVOLVEMENT

Risk Management has reviewed the revision. County Counsel has reviewed and approves as to form.

FISCAL IMPACT

The General Fund is not impacted by this recommended action.

ATTACHMENTS:

Description	Upload Date	Description
GSFA Memo and Track Changes	9/16/2019	GSFA Memo and Track Changes
Resolution for 2019 GSFA JPA	9/16/2019	Resolution for 2019 GSFA JPA
Shasta County Signature Page	9/16/2019	Shasta County Signature Page



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: GSFA Board of Directors

From: Greg Norton, Executive Director
Arthur Wylene, General Counsel

Date: August 6, 2019

Re: Proposed Revisions to the Golden State Finance Authority JPA Agreement - **ACTION**

Summary

The GSFA Joint Powers Agreement (JPA) was last amended in May 2015. Since that time, GSFA has substantially expanded its efforts to assist member counties in several areas, in addition to the well-established housing and PACE financing programs. These initiatives include:

- Establishment of an economic development team to facilitate county-lead business attraction and retention efforts, job creation efforts, and assist member counties in obtaining related state and federal funding.
- Leveraging GSFA's expertise in capital finance to facilitate rural infrastructure financing.
- Initiating the Golden State Natural Resources Project to promote forest resiliency and associated economic development on a large scale.

The JPA presently grants GSFA the power to (among other things) "finance the construction, acquisition, improvement and rehabilitation of real property...", and all of the ongoing activities of GSFA fall within this authorization. However, GSFA management and counsel recommend amending the JPA to expressly reference these expanded activities, both for purposes of clarity and to ensure that the organization's commitment to these initiatives is reflected in the governing documents. These revisions were reviewed, discussed, and approved by the GSFA Executive Committee at their meeting on July 10, 2019.

The JPA Agreement is attached with proposed revisions in track changes. The specific proposed revisions include:

- Expressly authorizing GSFA to establish and operate programs and projects to promote public safety, economic development, and environmental protection,

including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

- Clarifying that GSFA may finance the *preservation* of real property and infrastructure.
- Incorporating recent amendments to the PACE statutes expanding the types of improvements that may be financed through that program.
- Expressly authorizing GSFA to issue Industrial Development Bonds for qualifying projects.
- Specifically referencing GSFA's ability to create nonprofit corporations (such as NHF and GSNR).
- Other technical amendments to revise obsolete language or conform to current practice.

All of the proposed revisions are included in track changes in Attachment 1. The process for revision of the Agreement is as follows:

- Provide the Agreement with proposed revisions to each member's delegate for presentation and action by each member's Board of Supervisors.
- Section 19 of the Agreement calls for presentation and action by each Member's Board to be completed within 60 days of approval by the GSFA Board of Directors. Adoption of the amendment requires approval by a majority of Member Boards.

Recommendation:

It is recommended that the GSFA Board of Directors review and approve the proposed revisions to the GSFA Joint Powers Authority Agreement.

Attachment(s)

- Proposed Amended and Restated Joint Exercise of Powers Agreement (Track Changes)

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated ~~May~~ May ~~5~~ 5, ~~2015~~2019)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. On May 5, 2015, the name of the authority was changed to Golden State Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on ~~December 10~~ May 5, 2014~~2015~~.

B. WHEREAS, the Members of ~~California Home Finance~~ Golden State Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure.

~~C.D.~~ WHEREAS, the Members are each empowered by law to establish and operate programs and projects to promote public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste reduction diversion and reuse.

~~D.E.~~ WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of financing the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure within the jurisdiction of the Authority as authorized by the Act, and establishing and operating programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuse ~~reduction~~ public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial

or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purposes of the Authority ~~is~~are to provide financing for the acquisition, construction, improvement, preservation, and rehabilitation of real property and infrastructure, and to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuse~~reduction public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development~~, in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall

set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may receive funds from any lawful source, and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act. The Authority shall further have the power to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic-waste diversion and reuse. ~~reduction public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development.~~ The Authority may exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation, wildfire safety, seismic strengthening, and renewable energy improvements, or any other improvements authorized by law, to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and

implementation agreements to implement such programs.

- (10) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic-waste reduction; diversion and reuse; public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one

hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; ~~Operation in Jurisdiction of Member~~

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other ~~public capital improvements and programs~~ improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions

hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

Amended and restated _____, 2019

[SIGNATURES ON FOLLOWING PAGES]

RESOLUTION NO. 2019-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
APPROVING PROPOSED REVISIONS TO THE GOLDEN STATE FINANCE
AUTHORITY JOINT POWERS AGREEMENT**

WHEREAS, on August 15, 2019, the Board of Directors of Golden State Finance Authority (GSFA)), a Joint Powers Authority of which Shasta County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Shasta have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of GSFA.

DULY PASSED AND ADOPTED this 1st day of October 2019, 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

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Claims List

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of \$114,609.64 as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FISCAL IMPACT

ATTACHMENTS:

Description

BOS 100119 CLAIMS LIST

Upload Date

9/23/2019

Description

BOS 100119 CLAIMS
LIST

ORIGINAL

COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
10/01/2019

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
95500/033798	PUBLIC WORKS	SIMPLEX GRINNELL	QRTLY FIRE ALARM MNTR 030117-07 & SUPP GAS SYSTEM TEST 060117-11	\$ 1,015.18	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval. Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided.	SEE ATTACHED MEMO FROM DEPARTMENT
50100/034800	HHSA	JO A POLLOCK	8/06/19 & 8/20/19 PROF SVCS	\$ 1,885.12	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided. Exceeded contracted maximum by \$991.90 which requires board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
41010/052015	HHSA	WILLOW GLEN CARE CENTER INC	7/19 & 8/19 SEQUOIA SVCS	\$ 30,162.28	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided.	SEE ATTACHED MEMO FROM DEPARTMENT
41010/052015	HHSA	PSYNERGY PROGRAMS INC	7/19 & 8/19 RES SVCS	\$ 39,387.36	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided.	SEE ATTACHED MEMO FROM DEPARTMENT
95500/033798	PUBLIC WORKS	THYSSENKRUPP ELEVATOR CORPORATION	MOTOR EMERGENCY REPAIR	\$ 45,060.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided.	SEE ATTACHED MEMO FROM DEPARTMENT
TOTAL				\$ 114,609.64		

Auditor's Certification:

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

Date: 9/23/19 Signature: 

Approval of Claims:

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

Date: _____

Chairman
Board of Supervisors
County of Shasta



Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

SHASTA COUNTY AUDITOR
REC'D 2019 SEP 18 AM 11:54

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: September 18, 2019
Re: Board Claim for Pysnergy

A handwritten signature in black ink, appearing to read "Tracy Tedder".

The Health and Human Services Agency – Adult Services Branch had a contract agreement with Pysnergy to provide mental health services to adult clients. This agreement expired on 6/30/19, HHSA is in the process of renewing this agreement, however services are still being provided to clients during this time.

HHSA is requesting Board approval to pay the following invoices for July and August for a total of \$39,387.36;

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08/13/2019	054708	\$3,282.28	08/30/2019	054882	\$3,282.28
08/13/2019	054709	\$3,282.28	08/30/2019	054883	\$3,282.28
08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
08/13/2019	054712	\$3,282.28	08/30/2019	054886	\$3,282.28

"Engaging individuals, families and communities to protect and improve health and wellbeing."

Tracy Tedder, Branch Director

www.shastahhsa.net

Vend 012642

Residential Services Invoice

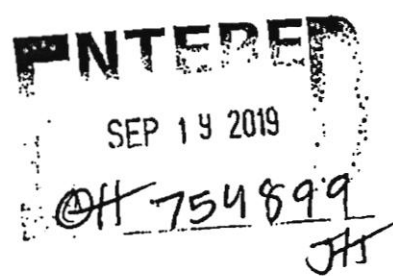
Bill To
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001

Due by	Bill Date	Invoice #
09/29/2019	08/30/2019	054886
Billing Period	08/01/2019 - 08/31/2019	

Psynergy Programs Inc
 18225 Hale Ave
 Morgan Hill, CA 95037

5625

Client Name	Account Number	Discharged Date	Location
PH	39891		Psynergy Sacramento

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 8119 ressus 	105.88	31	day	3,282.28
Total				3,282.28



**Shasta County
Health & Human
Services Agency**

**Business and Support
Services Branch**

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08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
08/13/2019	054712	\$3,282.28	08/30/2019	054886	\$3,282.28

"Engaging individuals, families and communities to protect and improve health and wellbeing."

Tracy Tedder, Branch Director
www.shastahhsa.net

Jennifer Hutton

From: Katie Cassidy
Sent: Tuesday, September 10, 2019 9:06 AM
To: Jennifer Hutton
Subject: RE: Psynergy August 19 6 invoices

Hi Jennifer,
This invoice x6 is approved to pay.
Katie

From: Jennifer Hutton
Sent: Tuesday, September 3, 2019 12:05 PM
To: Katie Cassidy <kassidy@co.shasta.ca.us>
Subject: Psynergy August 19 6 invoices

Hello,

When you have a moment, can you please review the attached invoices and verify the dates and placements for these services?

Thank you,

Jennifer Hutton
Account Clerk III
Shasta County Health and Human Services
P.O. Box 496005
Redding, CA 96049-6005
Voice: (530) 225-5078
Fax: (530) 225-5555
email: jhutton@co.shasta.ca.us



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Residential Services Invoice

Bill To

Shasta County
C/O Cheri Koller
Po Box 496005
1810 Market Street
Redding, CA 96001

Due by	Bill Date	Invoice #
09/29/2019	08/30/2019	054885
Billing Period	08/01/2019 - 08/31/2019	

Psynergy Programs Inc
18225 Hale Ave
Morgan Hill, CA 95037

5425

Client Name	Account Number	Discharged Date	Location
WOB	125580		Psynergy Sacramento

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers	105.88	31	day	3,282.28

41010-052015
8/19 Res Svc

ENTERED
SEP 19 2019
OH-754897
JH

	Total	3,282.28
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Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

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08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
08/13/2019	054712	\$3,282.28	08/30/2019	054886	\$3,282.28

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Wind 012642

Residential Services Invoice

Bill To
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001

Due by	Bill Date	Invoice #
09/29/2019	08/30/2019	054884
Billing Period	08/01/2019 - 08/31/2019	

Psynergy Programs Inc
18225 Hale Ave
Morgan Hill, CA 95037

5625

Client Name	Account Number	Discharged Date	Location
TS	121665		Psynergy Sacramento

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052615 8/19 Res Svc's ENTERED SEP 19 2019 BY: CH754895 JH	105.88	31	day	3,282.28

Total	3,282.28
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Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

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08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
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**Shasta County
Health & Human
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Vend 012642

Residential Services Invoice

Bill To
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001

Due by	Bill Date	Invoice #
09/29/2019	08/30/2019	054883
Billing Period	08/01/2019 - 08/31/2019	

Psynergy Programs Inc
 18225 Hale Ave
 Morgan Hill, CA 95037

5624

Client Name	Account Number	Discharged Date	Location
DL	21829		Psynergy Morgan Hill

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 8/19 SVC ENTERED SEP 19 2019 BY: CH 754893 JB	105.88	31	day	3,282.28

Total	3,282.28
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**Shasta County
Health & Human
Services Agency**

**Business and Support
Services Branch**

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08/13/2019	054709	\$3,282.28	08/30/2019	054883	\$3,282.28
08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
08/13/2019	054712	\$3,282.28	08/30/2019	054886	\$3,282.28

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Health & Human
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Vend 012642

Residential Services Invoice

Bill To
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001

Due by	Bill Date	Invoice #
09/29/2019	08/30/2019	054882
Billing Period	08/01/2019 - 08/31/2019	

Psynergy Programs Inc
 18225 Hale Ave
 Morgan Hill, CA 95037

6e24

Client Name	Account Number	Discharged Date	Location
SK	NA2076487		Psynergy Morgan Hill

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 8119 res SUCS ENTERED SEP 19 2019 754890 JH	105.88	31	day	3,282.28
Total				3,282.28



Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: September 18, 2019
Re: Board Claim for Pysnergy

A handwritten signature in black ink, appearing to read "Tracy Tedder", written over the "From:" line of the memorandum.

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HHSA is requesting Board approval to pay the following invoices for July and August for a total of \$39,387.36;

08/13/2019	054707	\$3,282.28	08/30/2019	054881	\$3,282.28
08/13/2019	054708	\$3,282.28	08/30/2019	054882	\$3,282.28
08/13/2019	054709	\$3,282.28	08/30/2019	054883	\$3,282.28
08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
08/13/2019	054712	\$3,282.28	08/30/2019	054886	\$3,282.28

"Engaging individuals, families and communities to protect and improve health and wellbeing."

Tracy Tedder, Branch Director

www.shastahhsa.net

Jennifer Hutton

From: Katie Cassidy
Sent: Tuesday, September 10, 2019 9:06 AM
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Subject: RE: Psynergy August 19 6 invoices

Hi Jennifer,
This invoice x6 is approved to pay.
Katie

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Hello,

When you have a moment, can you please review the attached invoices and verify the dates and placements for these services?

Thank you,

Jennifer Hutton
Account Clerk III
Shasta County Health and Human Services
P.O. Box 496005
Redding, CA 96049-6005
Voice: (530) 225-5078
Fax: (530) 225-5555
email: jhutton@co.shasta.ca.us



**Shasta County
Health & Human
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Wen d 012642

Residential Services Invoice

Bill To
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001

Due by	Bill Date	Invoice #
09/29/2019	08/30/2019	054881
Billing Period	08/01/2019 - 08/31/2019	

Psynergy Programs Inc
 18225 Hale Ave
 Morgan Hill, CA 95037

5624

Client Name	Account Number	Discharged Date	Location
CP	116938		Psynergy Morgan Hill

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 8119SVCS RCS ENTERED SEP 19 2019 BY: 01754885 JAT	105.88	31	day	3,282.28

Total 3,282.28



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08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
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Vend 012642

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Bill To

Shasta County
C/O Cheri Koller
Po Box 496005
1810 Market Street
Redding, CA 96001

Due by	Bill Date	Invoice #
09/12/2019	08/13/2019	054712
Billing Period	07/01/2019 - 07/31/2019	

Psynergy Programs Inc
18225 Hale Ave
Morgan Hill, CA 95037

5629

Client Name	Account Number	Discharged Date	Location
PH	39891		Psynergy Sacramento

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41616-052015 7/19 SVC 9	105.88	31	day	3,282.28

	Total	3,282.28
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Vendo12642

Residential Services Invoice

Bill To
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001

Due by	Bill Date	Invoice #
09/12/2019	08/13/2019	054711
Billing Period		07/01/2019 - 07/31/2019

Psynergy Programs Inc
18225 Hale Ave
Morgan Hill, CA 95037

5625

Client Name	Account Number	Discharged Date	Location
WB	125580		Psynergy Sacramento

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 7119 SUCS ENTERED SEP 19 2019 BY OH754880 90	105.88	31	day	3,282.28
Total				3,282.28



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Vend 012642

Residential Services Invoice

Bill To
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Due by	Bill Date	Invoice #
09/12/2019	08/13/2019	054710
Billing Period		07/01/2019 - 07/31/2019

Psynergy Programs Inc
 18225 Hale Ave
 Morgan Hill, CA 95037

5625

Client Name	Account Number	Discharged Date	Location
TS	121665		Psynergy Sacramento

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 711 a RESSES ENTERED SEP 19 2019 BY: OH 754877 JH	105.88	31	day	3,282.28

				Total	3,282.28
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08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
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Vend 012042

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Due by	Bill Date	Invoice #
09/12/2019	08/13/2019	054709
Billing Period	07/01/2019 - 07/31/2019	

Psynergy Programs Inc
18225 Hale Ave
Morgan Hill, CA 95037

Client Name	Account Number	Discharged Date	Location
DL	21829		Psynergy Morgan Hill

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 7/19 SUES ENTERED SEP 19 2019 BY: OH754470 810	105.88	31	day	3,282.28
Total				3,282.28



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Bill To	
Shasta County C/O Cheri Koller Po Box 496005 1810 Market Street Redding, CA 96001	

Psynergy Programs Inc
18225 Hale Ave
Morgan Hill, CA 95037

5624

ENTERED
SEP 19 2019
BY: 04754874
JH



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 Morgan Hill, CA 95037

Client Name	Account Number	Discharged Date	Location
CP	116938		Psynergy Morgan Hill

Description	Rate	# Days	U/M	Amount
Mode 60 - Service Function 40: Professional Services to County Clients at Psynergy Programs, Inc. Specialized community services and support for county clients with co-morbid with chronic health conditions that require linkage to community providers 41010-052015 7/19 SUES res	105.88	31	day	3,282.28
ENTERED SEP 19 2019 BY: 04754 873 JH				

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08/13/2019	054710	\$3,282.28	08/30/2019	054884	\$3,282.28
08/13/2019	054711	\$3,282.28	08/30/2019	054885	\$3,282.28
08/13/2019	054712	\$3,282.28	08/30/2019	054886	\$3,282.28

"Engaging individuals, families and communities to protect and improve health and wellbeing."
Tracy Tedder, Branch Director
www.shastahhsa.net

Jennifer Hutton

From: Katie Cassidy
Sent: Tuesday, September 10, 2019 9:07 AM
To: Jennifer Hutton
Subject: RE: Psynergy July invoices

Hi Jennifer,
This invoice is approved to pay.
Katie

From: Jennifer Hutton
Sent: Friday, August 30, 2019 2:35 PM
To: Katie Cassidy <kcassidy@co.shasta.ca.us>
Subject: Psynergy July invoices

Hello,

When you have a moment, can you please review the attached invoice and verify the dates and placements for these services?

Thank you,

Jennifer Hutton
Account Clerk III
Shasta County Health and Human Services
P.O. Box 496005
Redding, CA 96049-6005
Voice: (530) 225-5078
Fax: (530) 225-5555
email: jhutton@co.shasta.ca.us



**Shasta County
Health & Human
Services Agency**

Electronic Privacy/Confidentiality Notice: This e-mail and any attachments contains information that is, or may be covered by, the Electronic Communication Privacy Act, Title 18 U.S.C 2510-2521, and may also be confidential and proprietary in nature and is for the sole use of the intended recipient(s). As the intended recipient(s), this disclosure may be protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient. If you have received this e-mail in error, contact the sender indicating you received this communication in error and then immediately delete and destroy all copies of the message.



Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

SHASTA COUNTY AUDITOR
RECD 2019 SEP 18 AM 11:54

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: September 18, 2019
Re: Board Claim for Willow Glen

The Health and Human Services Agency – Adult Services Branch had a contract agreement with Willow Glen to provide mental health services to adult clients. This agreement expired on 6/30/19. HHSA is in the process of renewing this contract, however services are still being provided clients during this time.

HHSA is requesting Board approval to pay the following invoices for July and August for a total of \$30,162.28;

08/01/2019	MH080119A	\$15,360.00	09/03/2019	MH090319A	\$11,520.00
------------	-----------	-------------	------------	-----------	-------------

“Engaging individuals, families and communities to protect and improve health and wellbeing.”

Tracy Tedder, Branch Director

www.shastahhsa.net

Willow Glen

M#080119B

Sequoia Treatment Center
NPI #1790111391
1547 Plumas Court
Yuba City, Ca 95991

Vendo 006760

Phone: (530) 751-9900 / Fax: (530) 751-9915

MONTHLY PATIENT BILLING STATEMENT

Bill To Shasta County Mental Health
Attn: Debbie Rodriguez
PO Box 496005
Redding, Ca 96049

Month/Year: JULY 2019

Chart #	Client	Dates of Service	# of days	Daily Rate	Total	Bed Hold Dates	# of days
	CM DV	07/01/19 - 07/31/19	31	320			
		07/01/19 - 07/31/19	31	320	\$ 9,920.00		
		07/01/19 - 07/18/19	17	320	\$ 5,440.00		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		

County does not pay D/C date

\$ 15,360.00

I, the undersigned, declare under penalty of perjury that the services or articles claimed have been performed or delivered, and that this claim is true and correct as stated.

Melissa Lopez, CFO
Signature and Title

8/1/19
Date

authorized by
managed care
Wattson / Andrew
9/3/19

7119 Sequoia SVCS
41010 - 652015

ENTERED
SEP 19 2019
047,54843
BY: JH

Willow Glen Vendor Code 7100
Sequoia Treatment Center
NPI #1790111391
1547 Plumas Court
Yuba City, Ca 95991
Phone: (530) 751-9900 / Fax: (530) 751-9915

mH090319B

MONTHLY PATIENT BILLING STATEMENT

Bill To Shasta County Mental Health
Attn: Debbie Rodriguez
PO Box 496005
Redding, Ca 96049

Month/Year: **AUGUST 2019**

Chart #	Client	Dates of Service	# of days	Daily Rate	Total	Bed Hold Dates	# of days
	CM BT	08/01/19 - 08/31/19	31	320			
		08/01/19 - 08/31/19	31	320	\$ 9,920.00		
		08/27/19 - 08/31/19	5	320	\$ 1,600.00		
					\$ -		
					\$ -		
					\$ -		
					\$ -		

County does not pay D/C date

\$ 11,520.00

I, the undersigned, declare under penalty of perjury that the services or articles claimed have been performed or delivered and that this claim is true and correct as stated.

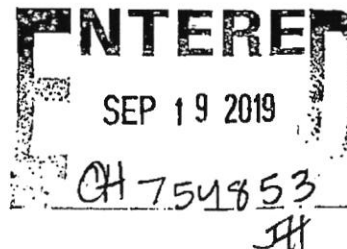
Signature and Title

Exec. Dir.

Date

9/3/19

41010-052015
8/19 Sequoia SVCS





Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

SHASTA COUNTY AUDITOR
REC'D 2019 SEP 19 AM 11:54

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: September 18, 2019
Re: Board Claim for Jo Pollock

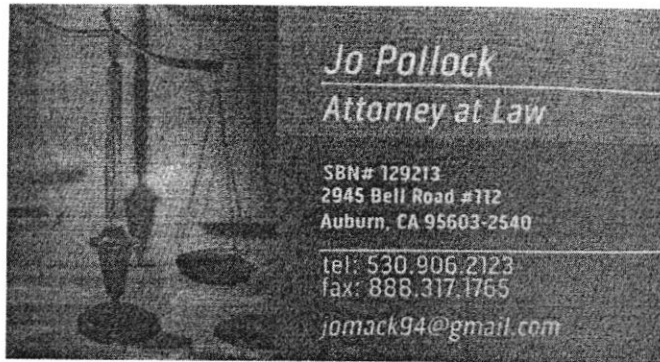
Shasta County HHSA-Business and Support Services has a contract agreement with Jo Pollock to provide Child Abuse Central Index (CACI) Grievance Hearings. This agreement covers multiple years.

HHSA received 2 invoices dated 8/26/19 and 8/27/19, both for \$942.56 for a total of \$1,885.12 for services performed in August, however these invoices are over the contract maximum. Board approval is needed for processing payment.

"Engaging individuals, families and communities to protect and improve health and wellbeing."

Tracy Tedder, Branch Director

www.shastahhsa.net



CONFIDENTIAL **INVOICE**

CONFIDENTIAL INVOICE #08202019

DATE: AUGUST 27, 2019

TO:
COUNTY OF SHASTA HHSA
CHILDREN'S WELFARE SERVICES
c/o KATHERINE FISH, Hearing Coordinator
1450 Court Street, Suite 108
Redding, CA 96001
530.245.6462

FOR:
HEARING OFFICER SERVICES
GRIEVANCE HEARING FOR: A.B.
Hearing Date: August 20, 2019

DESCRIPTION**AMOUNT**

GRIEVANCE REVIEW HEARING for: 1 A.B., August 20, 2019 @ 10:00 am Location: Shasta County HHSA 1450 Court Street, Suite 108 Redding, CA 96001	
(Prep., research, hearing, recommended decision)	750.00
Round trip Mileage: (Auburn-Redding) 166 miles X 2 = 332 miles @ \$.58/mile	192.56
TOTAL	\$942.56

Make all checks payable to: Jo A. Pollock

Payment is due within 30 days.

If you have any questions concerning this invoice, please contact me ASAP.

THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE!

SEP 19 ENT'D

OH754829

ok to pay jmindus 8/27/19 Page 113 of 473

Jo Pollock 2945 Bell Road #112 Auburn, CA 95603-2540)
CACI Grievance Review Officer
09/22/16(DOS) - 08/31/19

This Worksheet: 07/01/18-08/31/2019

\$20,000 Maximum Compensation for term of contract.

SECONDARY REF:

N/A

DATE RECEIVED	INVOICE NUMBER	SERVICE DATES	DESCRIPTION OF SERVICE - MILEAGE FOR 2018 (.545) FOR 2019	CHARGE	Available Balance 20,354.16	DATE ENTERED BY FISCAL	DATE POSTED TO GL	Client
??	07182018	07/18/18	Hearing	\$ 750.00	0.00			
			Mileage	\$ 180.94	930.94	07/27/18	08/17/18	M.A.
??	07192018	07/18/18	Hearing	\$ 750.00	0.00			
			Mileage	\$ -	750.00	07/27/18	08/17/18	B.S.
08/30/18	A08172018	08/29/18	Hearing	\$ 750.00	0.00			
			Mileage	\$ -	750.00	08/29/18	09/07/18	J.O. (or J.D.?)
08/30/18	B08172018	08/29/18	Hearing	\$ 750.00	0.00			
			Mileage	\$ 180.94	930.94	08/29/18	09/07/18	R.P.
10/22/18	B10112018	10/11/18	Hearing	\$ 300.00	0.00			
			Mileage	\$ -	300.00	11/02/18	11/09/18	A.K.
10/22/18	A10112018	10/11/18	Hearing	\$ 750.00	0.00			
			Mileage	\$ 180.94	930.94	11/02/18	11/09/18	A.B.
12/07/18	11072018	11/07/18	Hearing	\$ 750.00	0.00			
			Mileage	\$ 180.94	930.94	12/07/18	12/28/18	J.D.
12/12/18	12102018	11/27/18	Hearing	\$ 2,250.00	0.00			
			Mileage	\$ 180.94	2,430.94	12/18/18	12/28/18	R.B., S.B., & K.S.
02/06/19	#A-01130219	01/30/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	02/19/19	02/28/19	A.K.
02/06/19	#B-01302019	01/30/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ -	750.00	02/19/19	02/28/19	M.K.
03/14/19	03052019	03/05/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	03/18/19	03/25/19	E.M.
05/21/19	04302019	04/30/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	05/28/19	06/03/19	T.B.
05/29/19	A05222019	05/22/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	05/30/19	06/06/19	H.S.
06/03/19	05232019	05/23/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 132.24	882.24	06/03/19	06/14/19	A.P.
06/03/19	0529019	05/29/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	06/03/19	06/13/19	M.C.
07/01/19	0625019	06/25/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	07/01/19	07/09/19	J.S.
08/07/19	07232019	07/23/19	Hearing	\$ 1,500.00	0.00			
			Mileage	\$ 138.04	1,638.04	08/19/19	08/23/19	J.H. & J.C.
08/12/19	07242019	07/24/19	Hearing	\$ 1,500.00	0.00			
			Mileage	\$ 138.04	1,638.04	08/27/19	09/04/19	J.W. & M.B.
08/22/19	08142019	08/14/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56	09/06/19	09/17/19	C.G.
08/26/19	08062019	08/06/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56			M.E. *OVER CONTRACT MAX / BOARD CLAIM
08/27/19	08202019	08/20/19	Hearing	\$ 750.00	0.00			
			Mileage	\$ 192.56	942.56			A.B. *OVER CONTRACT MAX / BOARD CLAIM
TOTALS				21,346.06	21,346.06			
AMOUNT REMAINING					(991.90)			

PEID # VEND013624

CONTRACT # CB003803

Cost Center	Exp Acct	Project Code	Activity Code
50100	034800	WL1008	WL4707

Desc = 8/20/19 PROF SVCS

Rates	Per Hour
Grievance Hearing	\$ 750.00
Hearing Continuance	\$ 300.00
No-Shows	\$ 300.00
Mileage	\$ 0.580

*Per current Federal re



Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: September 18, 2019
Re: Board Claim for Jo Pollock

Shasta County HHSA-Business and Support Services has a contract agreement with Jo Pollock to provide Child Abuse Central Index (CACI) Grievance Hearings. This agreement covers multiple years.

HHSA received 2 invoices dated 8/26/19 and 8/27/19, both for \$942.56 for a total of \$1,885.12 for services performed in August, however these invoices are over the contract maximum. Board approval is needed for processing payment.

"Engaging individuals, families and communities to protect and improve health and wellbeing."
Tracy Tedder, Branch Director
www.shastahhsa.net

DATE: AUGUST 26, 2019

FOR:
HEARING OFFICER SERVICES
GRIEVANCE HEARING FOR: : M.E.
Hearing Date: August 6, 2019

Make all checks payable to: Jo A. Pollock
Payment is due within 30 days.
If you have any questions concerning this invoice, please contact me ASAP.
THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE!

ok to pay minus 8/26/19

Jo Pollock 2945 Bell Road #112 Auburn, CA 95603-2540)
CACI Grievance Review Officer
09/22/16(DOS) - 08/31/19

This Worksheet: 07/01/18-08/31/2019

\$20,000 Maximum Compensation for term of contract.

SECONDARY REF: N/A

DATE RECEIVED	INVOICE NUMBER	SERVICE DATES	DESCRIPTION OF SERVICE - MILEAGE FOR 2018 (.545) FOR 2019	CHARGE	Available Balance 20,354.16	DATE ENTERED BY FISCAL	DATE POSTED TO GL	Client
??	07182018	07/18/18	Hearing Mileage	\$ 750.00	0.00			
				\$ 180.94	930.94	07/27/18	08/17/18	M.A.
??	07192018	07/18/18	Hearing Mileage	\$ 750.00	0.00			
				\$ -	750.00	07/27/18	08/17/18	B.S.
08/30/18	A08172018	08/29/18	Hearing Mileage	\$ 750.00	0.00			
				\$ -	750.00	08/29/18	09/07/18	J.O. (or J.D.?)
08/30/18	B08172018	08/29/18	Hearing Mileage	\$ 750.00	0.00			
				\$ 180.94	930.94	08/29/18	09/07/18	R.P.
10/22/18	B10112018	10/11/18	Hearing Mileage	\$ 300.00	0.00			
				\$ -	300.00	11/02/18	11/09/18	A.K.
10/22/18	A10112018	10/11/18	Hearing Mileage	\$ 750.00	0.00			
				\$ 180.94	930.94	11/02/18	11/09/18	A.B.
12/07/18	11072018	11/07/18	Hearing Mileage	\$ 750.00	0.00			
				\$ 180.94	930.94	12/07/18	12/28/18	J.D.
12/12/18	12102018	11/27/18	Hearing Mileage	\$ 2,250.00	0.00			
				\$ 180.94	2,430.94	12/18/18	12/28/18	R.B., S.B., & K.S.
02/06/19	#A-01130219	01/30/19	Hearing Mileage	\$ 750.00	0.00			
				\$ 192.56	942.56	02/19/19	02/28/19	A.K.
02/06/19	#B-01302019	01/30/19	Hearing Mileage	\$ 750.00	0.00			
				\$ -	750.00	02/19/19	02/28/19	M.K.
03/14/19	03052019	03/05/19	Hearing Mileage	\$ 750.00	0.00			
				\$ 192.56	942.56	03/18/19	03/25/19	E.M.
05/21/19	04302019	04/30/19	Hearing Mileage	\$ 750.00	0.00			
				\$ 192.56	942.56	05/28/19	06/03/19	T.B.
05/29/19	A05222019	05/22/19	Hearing Mileage	\$ 750.00	0.00			
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06/03/19	05232019	05/23/19	Hearing Mileage	\$ 750.00	0.00			
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				\$ 192.56	942.56	06/03/19	06/13/19	M.C.
07/01/19	0625019	06/25/19	Hearing Mileage	\$ 750.00	0.00			
				\$ 192.56	942.56	07/01/19	07/09/19	J.S.
08/07/19	07232019	07/23/19	Hearing Mileage	\$ 1,500.00	0.00			
				\$ 138.04	1,638.04	08/19/19	08/23/19	J.H. & J.C.
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				\$ 138.04	1,638.04	08/27/19	09/04/19	J.W. & M.B.
08/22/19	08142019	08/14/19	Hearing Mileage	\$ 750.00	0.00			
				\$ 192.56	942.56	09/06/19	09/17/19	C.G.
08/26/19	08062019	08/06/19	Hearing Mileage	\$ 750.00	0.00			
				\$ 192.56	942.56			M.E. *OVER CONTRACT MAX / BOARD CLAIM
			Hearing Mileage		0.00			
					0.00			
TOTALS				20,403.50	20,403.50			
AMOUNT REMAINING					(49.34)			

PEID # VEND013624

CONTRACT # CB003803

Cost Center	Exp Acct	Project Code	Activity Code
50100	034800	WL1008	WL4707

Rates	Per Hour
Grievance Hearing	\$ 750.00
Hearing Continuance	\$ 300.00
No-Shows	\$ 300.00
Mileage	\$ 0.580

*Per current Federal rate

Desc = 8/14/19 PROF SVCS

8/16/19



Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

Inter-Office Memorandum

To: Brian Muir, Auditor Controller
From: Tracy Tedder, HHSA Branch Director
Date: September 18, 2019
Re: Board Claim for Jo Pollock

Shasta County HHSA-Business and Support Services has a contract agreement with Jo Pollock to provide Child Abuse Central Index (CACI) Grievance Hearings. This agreement covers multiple years.

HHSA received 2 invoices dated 8/26/19 and 8/27/19, both for \$942.56 for a total of \$1,885.12 for services performed in August, however these invoices are over the contract maximum. Board approval is needed for processing payment.

"Engaging individuals, families and communities to protect and improve health and wellbeing."

Tracy Tedder, Branch Director

www.shastahhsa.net

COUNTY
OF
SHASTA

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

MEMORANDUM

FFM 020004

DATE: September 6, 2019

TO: Brian Muir, Auditor-Controller

FROM: Troy Bartolomei, Deputy Public Works Director



SUBJECT: Board Claim: tyco SimplexGrinnell – Invoices #79386642 & #79428679

The County maintains an on-call aggregate contract with tyco SimplexGrinenell for fire system alarm monitoring and testing. It is requested that payment be approved for the subject invoices for services provided over two years ago. The service provided for under invoice #79386642 required the vendor to provide an inspection report. The Department recently received the report necessary to pay for the work. Invoice #79428679 was for quarterly fire alarm monitoring. This service was not provided for in the contract. A copy of the quote was requested from the vendor and never received. It was not until recently the vendor re-billed for the work. A new contract has been executed. It includes quarterly fire alarm monitoring.

/ldr

Attachments:

Invoice #79386642

Invoice #79428679

RECEIVED
SHASTA COUNTY

SEP 11 2019

AUDITOR-CONTROLLER
5:00 PM



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 455
4650 Beloit Dr
SACRAMENTO, CA 95838-2426
916-283-0300

INVOICE NO.
79386642

INVOICE DATE
07-27-17

CUSTOMER PO

CONTRACT #
722054

MODIFIER

R02-FEB-2017

PAYMENT TERMS

NET 30

Bill To: 455-00995295

Shasta County Facilities Manag
1958 Placer Street
Attn: Patrick Karch
REDDING CA 96001-0000

Ship To: 455-01580583

Shasta County Administration Center
1450 Court Street
REDDING CA 96001-0000

SCAC.

Requestors Name: Karch, Pat

Suppression Gas System Test & Inspect

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
SHASTA COUNTY ADMINISTRATION CENTER - 1450 COURT ST, RED	01-JUN-17	31-MAY-18

INVOICE NOTES:

This is your Annual Invoice for Testing and Inspecting of the FM200 Supression System for Shasta County Administration Center, 1450 Court St Redding CA.

Total Contract Amount	-	\$1,912.80	Amount Of Current Invoice	-	\$956.40
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$956.40
			Payment Received	-	\$0.00
Total Amount Due				per Contract 900.00	\$956.40

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
956.40



BILL TO Shasta County Facilities Manag
455-00995295
SHIP TO Shasta County Administration Center
455-01580583

INVOICE NUMBER 79386642

INVOICE DATE 07-27-17

CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

6000095640379386642



District # 455
 4650 Beloit Dr
 SACRAMENTO, CA 95838-2426
 916-283-0300

INVOICE NO.

79386642

DATE OF INVOICE

07-27-17

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Suppression Gas Systems Test & Inspect	01-JUN-17	30-NOV-17	1450 Court Street, , REDDING, CA	SYSTEM-SG-FM200 SG-FM200	1 3	FM200 SYSTEM ** IB ONLY ** FM200 SYSTEM	\$956.40



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 455
4650 Beloit Dr
SACRAMENTO, CA 95838-2426
916-283-0300

INVOICE NO.

79428679

INVOICE DATE

05-22-17

CUSTOMER PO

CONTRACT #

971919

MODIFIER

R29-JUL-2014

PAYMENT TERMS

NET 30

Bill To: 455-00995295

Shasta County Facilities Manag
1958 Placer Street
Attn: Patrick Karch
REDDING CA 96001-0000

Ship To: 455-01580583

Shasta County Administration Center
1450 Court Street
REDDING CA 96001-0000

Fire Alarm Monitoring 3/1/17 - 05/31/17

C 0003889

Requestors Name: Karch, Patrick

CONTRACT DESCRIPTION

CONTRACT
START DATECONTRACT
END DATE

Shasta County Administration County-1450 Court Street-01

01-DEC-14

30-NOV-17

INVOICE NOTES:

Total Contract Amount	-	\$1,382.20	Amount Of Current Invoice	-	\$115.18
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$115.18
			Payment Received	-	\$0.00
Total Amount Due					\$115.18

REMITTANCE COPY



PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
115.18

BILL TO Shasta County Facilities Manag
455-00995295

INVOICE NUMBER 79428679

SHIP TO Shasta County Administration Center
455-01580583

INVOICE DATE 05-22-17

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine

CUSTOMER P.O.

, IL 60055-0320

2000011518279428679

05-22-17

56-SL-Contract-N997

**COUNTY
OF
SHASTA**

SHASTA COUNTY AUDITOR
RECD 2019 SEP 19 AM 11:07

DEPARTMENT OF PUBLIC WORKS


Pat Minturn, Director

MEMORANDUM

FFM 020004

DATE: September 18, 2019

TO: Brian Muir, Auditor-Controller

FROM: Troy Bartolomei, Deputy Public Works Director 

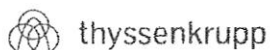
SUBJECT: Board Claim: thyssenkrupp Elevator Corporation – Invoice #6000388674

The County maintains an on-call aggregate contract with thyssenkrupp Elevator Corporation for elevator maintenance, inspection and repair. It is requested that payment be approved for the service provided under invoice #6000388674 in the amount of \$45,060. The work performed was an emergency repair of a failed motor in one of the Jail elevators. Time was of the essence. There is not sufficient amount available in the contract to cover the amount of the invoice. A contract amendment is being executed to increase the contract amount. This will allow for future work to be performed under the existing contract.

/ldr

Attachment:

Invoice #6000388674



thyssenkrupp Elevator Corporation
Attn: Accounts Receivable Dept.
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE

INVOICE #:	6000388674
INVOICE DATE:	08/26/2019
CUSTOMER #:	139356
REPAIR #:	707249
OPPORTUNITY ID:	ACIA-1LPJT4K
PO #:	PO #204-1188-11
TERMS:	IMMEDIATE
TOTAL DUE:	45,060.00

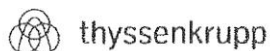
Attn: Accounts Payable
SHASTA COUNTY
1958 PLACER ST
REDDING, CA 96001-1733

ITEM	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
	SACRAMENTO BRANCH				
	Ship To: SHASTA COUNTY JAIL 1655 WEST ST, REDDING CA				
	Serial #: US292885 Unit: LARGE				
	WILL FURNISH LABOR AND MATERIAL TO PERFORM A MOTOR OVERHALL.				
	Material/Subcontracting/Other				\$23,280.00
L06002	Labor Repair Scheduled Overtime	31.5	Hour	\$495.00	\$15,592.50
L13001	Travel Repair Daytime	4.5	Hour	\$495.00	\$2,227.50
L06001	Labor Repair Daytime	8	Hour	\$495.00	\$3,960.00

AMOUNT	SALES TAX	SUB TOTAL	LESS DEPOSIT	PLEASE PAY THIS AMOUNT
\$45,060.00	\$0.00	\$45,060.00	\$0.00	\$45,060.00

For Service Related or General Questions, please call 916-376-8700. For Billing or Payment Questions, please call 770-261-0039.

DETACH AND RETURN WITH YOUR PAYMENT



thyssenkrupp Elevator Corporation
Attn: Accounts Receivable Dept.
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE #:	6000388674
INVOICE DATE:	08/26/2019
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OPPORTUNITY ID:	ACIA-1LPJT4K
PO #:	PO #204-1188-11
TERMS:	IMMEDIATE
TOTAL DUE:	45,060.00

Amount Enclosed: \$ _____

Payment Method
<input type="checkbox"/> Personal check enclosed <input type="checkbox"/> Money order enclosed <input type="checkbox"/> Cashier's check
Please Make Check Payment To: thyssenkrupp Elevator Corporation

REMIT PAYMENT TO:

thyssenkrupp Elevator Corporation
PO Box 3796
Carol Stream, IL 60132-3796



thyssenkrupp

Time and Material Proposal

August 06, 2019

SHASTA COUNTY JAIL

Purchaser: Shasta County
Address: 1958 Placer St
Redding, CA 96001-1733

Location: SHASTA COUNTY JAIL
Address: 1655 West St
Redding, CA 96001-1758

T&M to Overall DC Motor

Thyssenkrupp Elevator will perform a motor overhaul for the elevator(s) referenced above. The motor will be removed and taken offsite to assess the work needed and return the motor to proper operation. Once work has been completed, the motor will be reinstalled and the elevator will be adjusted for proper operation.

In exchange for thyssenkrupp Elevator's agreement to perform the work described above, Purchaser agrees to pay thyssenkrupp Elevator for that work and all travel time at the hourly rate described below, reimburse thyssenkrupp Elevator any additional applicable sums that thyssenkrupp Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse thyssenkrupp Elevator all parking and toll charges it incurs in connection with that work and travel, and pay thyssenkrupp Elevator's charge for the materials it uses to complete that work.

Recommended by Service Technician: Ecklund, Larry

Mechanic Rate: Four Hundred Ninety Five and 0/100 Dollars \$495.00 per hour

Team Rate: Nine Hundred Ninety and 0/100 Dollars \$990.00 per hour

Pricing is based of prevailing wages. Time and Material not to exceed \$49,950.00 with out written approval.

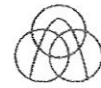
In the event you have any questions regarding the content of this Proposal please contact me at +1 916 3768700
We appreciate your consideration.

Regards,

Thomas Krimmel
thyssenkrupp Elevator Corporation
940 Riverside Pkwy Ste 20
W. Sacramento CA 95605
thomas.krimmel@thyssenkrupp.com | +1 916 3768700

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein.
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



thyssenkrupp

Time and Material Proposal

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.



Time and Material Proposal

Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of thyssenkrupp Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

Shasta County (Purchaser):	thyssenkrupp Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual) Dave Sokol	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Rachel Jones
_____ (Print or Type Title)	Branch Manager
_____ (Date of Acceptance)	_____ (Date of Execution)
Please contact _____ to schedule work at the following phone number _____	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Proposed calendar for 2020 Board of Supervisors' meetings

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve the proposed calendar of Board of Supervisors' meetings for the year 2020.

SUMMARY

N/A

DISCUSSION

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

ALTERNATIVES

The Board may make alterations to the proposed calendar.

OTHER AGENCY INVOLVEMENT

None.

FISCAL IMPACT

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

ATTACHMENTS:

Description

Upload Date

Description

Shasta County Board of Supervisors

2020 Meeting Calendar

January

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

February

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

March

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

April

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

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	X	27	28	29	30
31						

June

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

July

S	M	T	W	T	F	S
			1	2	H	4
5	6	X	8	9	10	11
12	13	X	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	X	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

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

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	X	14	15	16	17
18	19	20	21	22	23	24
25	26	X	28	29	30	31

November

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

December

S	M	T	W	T	F	S
		X	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	X	23	H	H	26
27	28	X	30	31		

H Holiday**X** No Meeting Scheduled Meeting

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - General Government-4.

SUBJECT:

Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. :

DEPARTMENT CONTACT: Kristin Gulling-Smith, Deputy Clerk of the Board, (530) 225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on September 17, 2019, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Draft Minutes 09-17-19

Upload Date

9/20/2019

Description

Draft Minutes 09-17-19

September 17, 2019

251

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, September 17, 2019

REGULAR MEETING

9:02 a.m.: Vice Chairwoman Rickert 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 – Absent
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 - John Sitka
Administrative Board Clerk - Kristin Gulling-Smith

INVOCATION

Invocation was given by Coordinator Amarjit Singh, Gurdwara The Sikh Centre.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION: CONSTITUTION WEEK
SEPTEMBER 15-21, 2019

252

September 17, 2019

By motion made, seconded (Morgan/Baugh), and unanimously carried, the Board of Supervisors adopted a proclamation which designates September 15-21, 2019, as "Constitution Week" in Shasta County. Lavinia J. Koot, from the Daughters of the American Revolution, was present to accept the proclamation.

PRESENTATION: COUNTYWIDE COMMUNICATIONS EFFORTS

Chief Deputy Clerk of the Board Mary Williams presented an update on efforts to promote countywide communications and improve accessibility to county information by using social media platforms.

The Board of Supervisors thanked Mrs. Williams and supported her efforts towards centralizing County communications.

PUBLIC COMMENT PERIOD - OPEN TIME

Robert Grosch proposed the implementation of traffic studies in Shasta County to improve evacuation planning against the threat of wildfires.

In response to questions by Supervisor Baugh, Mr. Grosch stated he had not met with Fire Chief Gouvea. Supervisor Baugh suggested meeting with the Fire Chief because Mr. Grosch may possess outdated information in regards to County evacuation plans.

Beth Messick spoke in opposition of the Fountain Wind Project in eastern Shasta County.

Edmond Baier spoke on the potential environmental threats associated with wind turbines.

Maggie Osa spoke in opposition of the Fountain Wind Project in eastern Shasta County.

James Lewis spoke in opposition of Redding Rancheria's planned casino-resort.

Brenda Woods spoke in support of rehabilitation and mental health programs.

In response to questions by Supervisor Morgan, Mrs. Woods stated she was aware of County programs that addressed mental health but still experienced difficulty utilizing those resources.

Monique Welin spoke in support of mental health programs in Shasta County.

Pat Minturn provided an update on properties damaged by the Carr Fire and stated the California Governor's Office of Emergency Services was amendable to looking at sites that reported ongoing issues.

September 17, 2019

253

Supervisor Baugh thanked Mr. Minturn and the Public Works department for their hard work toward restoring damaged properties within the County.

Robert Korinke voiced support of Speak Up Shasta and opposed the planned casino-resort by Redding Rancheria.

Donna Hart voiced her concerns over the planned casino-resort by Redding Rancheria.

Norman Brewer spoke about accountability associated with sovereignty of a tribal council.

John Livingston spoke in opposition of Redding Rancheria's planned casino-resort and the planned Costco project in southern Redding.

Kristy Lanham spoke in opposition of Redding Rancheria's planned casino-resort.

Steve Williams spoke in opposition of Redding Rancheria's planned casino-resort.

Matthew Maderios promoted the growth of industrial hemp in the County and supported an increase in resources aimed at rehabilitation.

By consensus, the Board of Supervisors agreed to discuss the proposed casino in the County on a future agenda.

CONSENT CALENDAR

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

Took the following actions: Established a temporary advisory citizen committee, composed of ten members, to interview candidates for the County Executive Officer position and make recommendations to the Board of Supervisors; and authorized each Board member individually to appoint two persons to the citizens committee. (Administrative Office)

Approved the minutes of the meeting held on September 10, 2019, as submitted. (Clerk of the Board)

Adopted Salary Resolution No. 1568, effective September 29, 2019, which amends the Shasta County Position Allocation List to delete 2.0 Full-Time Equivalent (FTE) Agency Staff Services Analyst I/II positions and add 2.0 FTE Staff Services Analyst I/II positions in the Health and Human Services Agency-Business and Support Services Branch budget. (Support Services-Personnel)

254

September 17, 2019

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a renewal agreement with RehabWest, Inc. in an amount not to exceed \$100,000 over the entire term of the agreement, to provide utilization review services to the Workers' Compensation unit of Risk Management, for a period of one year beginning October 1, 2019 with two automatic one-year renewals. (Support Services-Risk Management)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Stericycle, Inc. in an amount not to exceed \$62,100 to provide medical waste disposal services for the period July 1, 2019 through June 30, 2022. (Health and Human Services Agency-Public Health)

Approved and authorized the Chairman to sign a renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed \$109,640 to provide AmeriCorps members to enhance various youth and family activities for the period October 1, 2019 through the final funding period of the North State Rural Assets Project grant, or December 31, 2020, whichever comes first. (Probation)

Took the following actions to implement the Proposition 47 Grant Fund Program (Program): Adopted Salary Resolution No. 1569, effective September 29, 2019, which amends the Shasta County Position Allocation List to add 1.0 Full-Time Equivalent Probation Assistant, with a sunset date of May 15, 2023, to carry out the obligations of the Program; approved a budget amendment increasing appropriations and revenue by \$299,394 in the Probation budget; and approved a budget amendment transferring appropriations from services and supplies to Transfer Out to Probation in the amount of \$125,000 in the Mental Health budget. (Probation/Health and Human Services Agency-Business and Support Services)

(See Salary Resolution Book)

Adopted Resolution No. 2019-084 which recognizes that the circumstances and factors that led to the Board's February 19, 2019 ratification of a local emergency proclamation for February 2019 Winter Storms have not been resolved and that there is a need for continuation of the local emergency proclamation. (Sheriff)

(See Resolution Book No. 63)

Adopted Resolution No. 2019-085 which recognizes that the circumstances and factors that led to the Board's July 23, 2019 ratification of a local emergency proclamation for Igo-Ono Community Services District have not been resolved and that there is a need for continuation of the local emergency proclamation. (Sheriff)

(See Resolution Book No. 63)

Approved and accepted Tract No. 2012 Sleeping Bull Estates, Unit 2, a subdivision in the west Cottonwood area, Final Map filing. (Public Works)

September 17, 2019

255

Approved and authorized: The Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of Fiscal Year (FY) 2019-20 based on the lowest responsive bids; County Purchasing to award Request for Bid (RFB) No. 20-06 for the purchase of Law Enforcement Vehicles to Crown Motors for 2020 Dodge Charger, 2020 Dodge Durango Pursuit, 2020 Ford Utility Interceptors, 2020 Ford F150 XL, 2020 Ford F150 Police Responders and 2020 Ford Police Responder Hybrid; County Purchasing to award RFB No. 20-07 for the purchase of County Fleet Vehicles to: (a) Crown Motors for 2020 Ford Fusion sedans; and (b) SJ Denham for 2020 Chrysler Voyager 7-passenger van, 2020 Jeep Compass 5-passenger AWD SUVs and 2020 Dodge Durango SXT 7-passenger 4WD SUV; and Fleet Management to purchase an estimated total of 17 of these vehicles for County Departments for the remainder of FY 2019-20. (Public Works/Support Services-Purchasing)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including legalities associated with government cleanup of homeless campsites. He also stated that an initial plan for use of the courthouse space has been completed and will be brought to the Board in October.

Supervisor Rickert expressed her support of Brenda Woods and the promotion of accessible rehabilitation programs in the County.

Supervisor Baugh recently attended the Planning and Service Area 2 - Area Agency on Aging Executive Board meeting.

Supervisors reported on issues of countywide interest.

CLOSED SESSION ANNOUNCEMENT

Vice Chairwoman Rickert noted that the item regarding existing litigation entitled *Hammerbeck, Richard Kevin v. County of Shasta, et al.* was pulled and will return at a later date.

Vice Chairwoman Rickert announced that the Board of Supervisors would recess to a Closed Session to take the following action:

256

September 17, 2019

1. Confer with legal counsel to discuss one case of anticipated litigation, pursuant to Government Code section 54956.9, subdivision (d), paragraph (4)

10:30 a.m.: The Board of Supervisors recessed to Closed Session.

11:30 a.m.: The Board of Supervisors recessed from Closed Session and reconvened in Open Session with Supervisors Chimenti, Rickert, Morgan, and Baugh, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

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

11:31 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - General Government-5.

SUBJECT:

Arts Council Resolution

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

Adopt a resolution which: (1) Repeals Resolution No. 2019-033; and (2) authorizes the Shasta County Arts Council to apply for and accept the California Arts Council State-Local Partnership Program Grant for the activity period of July 1, 2020 through June 30, 2022.

SUMMARY

N/A

DISCUSSION

Periodically, the Shasta County Arts Council requests approval to seek grant funding from the State-Local Partnership Program (Program). The Program provides general operating support and technical assistance for county-designated local arts agencies. In order to be eligible to apply for this funding, a local arts agency must be designated by their County Board of Supervisors to serve as the State-Local Partner in the county.

The Shasta County Arts Council has requested approval to apply for Program funds for the next grant activity period, which is July 1, 2020 through June 30, 2022.

ALTERNATIVES

The Board could choose not to adopt the resolution to designate the Shasta County Arts Council as the State-Local partner.

OTHER AGENCY INVOLVEMENT

The Shasta County Arts Council has requested this resolution.

FISCAL IMPACT

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description

Arts Council Resolution

Upload Date

9/16/2019

Description

Arts Council Resolution

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING THE SHASTA COUNTY ARTS COUNCIL TO APPLY FOR THE
CALIFORNIA ARTS COUNCIL STATE/LOCAL PARTNERSHIP GRANT PROGRAM
AND REPEALING RESOLUTION 2019-033**

WHEREAS, the California Arts Council and the California State Legislature have established a State/Local Partnership Program designed to encourage local cultural planning and decision making and to reach previously under-served constituents;

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors does hereby approve funding grants as may be submitted by the Shasta County Arts Council to execute the State-Local Partnership Program Grant Contract with the California Arts Council, contingent upon approval of the application by the California Arts Council, for the grant activity period of July 1, 2020 through June 30, 2022; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors hereby repeals Resolution 2019-033.

DULY PASSED AND ADOPTED this 1st day of October, 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: October 1, 2019

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with Aegis Treatment Centers, LLC for Narcotic Replacement Therapy 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 retroactive renewal agreement with Aegis Treatment Centers, LLC. in an amount not to exceed \$4,000,000 to provide narcotic replacement therapy services for the period August 1, 2019 through June 30, 2022.

SUMMARY

Approval of this agreement will ensure Shasta County Medi-Cal beneficiaries continue to have local access to narcotic replacement therapy for treatment of opioid use disorders.

DISCUSSION

Substance use disorder is a brain disease and can make distinct changes in the brain when substances are abused. The Centers for Disease Control recommends the use of Medication Assisted Treatment for opioid abuse to address these changes in the brain. The most commonly used medications include buprenorphine, methadone, and naltrexone. These medications reduce cravings and allow people to more effectively participate in treatment. Buprenorphine and naltrexone can be obtained through Drug Enforcement Agency-certified providers including primary care physicians and addiction specialists. Methadone, on the other hand, can only be prescribed for opioid use disorders through a Narcotic Treatment Program (NTP.)

On December 12, 2017, the Board approved an agreement with Aegis to provide NTP services for Medi-Cal beneficiaries. Since approval, Aegis has dispensed methadone six days per week at the Redding Medication Unit, while individual counseling, doctor visits, daily observed dosage of methadone, and treatment planning have been provided one day per week at their Comprehensive Facility located in Chico. Effective August 1, 2019, following completion of state and federal licensing and certification processes, Aegis has expanded to provide the full spectrum of NTP services at their Redding location. Medi-Cal beneficiaries will no longer be required to travel to Chico in order to receive NTP services.

On June 18, 2019, the Board approved an amendment to add Department of Health Care Services required subcontractor

language and extend the end date from June 30, 2019 to June 30, 2020. The parties have agreed to terminate the current agreement as of the date of execution of this agreement. The agreement also authorizes the HHSA Director to approve a shift of funds between budget line items during the Final Settlement Process without requiring an amendment to 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 approved the agreement. This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The maximum amount payable over the entire term of the agreement is \$4,000,000. The agreement is financed through a combination of federal and local (previously state) funding sources including Federal Substance Abuse Prevention and Treatment Block Grant Drug/Medi-Cal Program funds, with a county share of cost that is funded through Realignment 2011 and Public Safety Realignment 2011. Sufficient appropriation authority for this agreement is included in the FY 2019-20 Adopted Budget and will be included in future fiscal year budgets.

ATTACHMENTS:

Description	Upload Date	Description
Ageement	9/18/2019	Ageement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
AEGIS TREATMENT CENTERS, LLC.**

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 Aegis Treatment Centers, LLC., a California limited liability company ("Provider"), (collectively, the "Parties" and individually a "Party"), for the provision of Narcotic Replacement Therapy Services.

RECITALS

WHEREAS, County and Provider believe it is in the best interest of the people of the County of Shasta to provide a structured program for those who have the need to receive Narcotic Replacement Therapy Services, including the complete range of Narcotic Treatment Program services.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions set forth in this agreement, County and Provider, agree as follows:

Section 1. DEFINITIONS.

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

- A. **California Outcomes Measurement System ("CalOMS")** is a system of collecting data to comply with State and federal regulations regarding the services and outcome of treatment for County's beneficiaries.
- B. **CalOMS Treatment Data Collection Guide** is a document intended for use by County's and Provider's staff who collect and report CalOMS treatment data to the Department of Health Care Services ("DHCS").
- C. **Client** means a person who has been determined eligible for Medi-Cal ("beneficiary"), maintains residency in Shasta County, and is not prohibited from benefits under federal law by virtue of institutionalization. A Medi-Cal beneficiary eligible for Drug Medi-Cal ("DMC") services must have a substance-related disorder according to the Diagnostic and Statistical Manual of Mental Disorders ("DSM"), DSM-III-R, DSM-IV and/or DSM-V criteria, and meet the admission criteria for Covered Services; and could be a defendant, probationer, parolee, and any other individual eligible to receive services pursuant to this agreement.
- D. **Comprehensive Facility** means a narcotic treatment facility where a complete range of Narcotic Treatment Program ("NTP") Services are available and are rendered by Provider in accordance with the requirements set forth in Chapter 4 commencing with California Code of Regulations ("CCR"), Title 9, section 10000.
- E. **Controlled Substance Utilization Review and Evaluation System ("CURES")** is a database of Schedule II, III, and IV controlled substance prescriptions dispensed in California serving the public health, regulatory oversight agencies, and law enforcement.

- F. **Covered Services** are DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, CCR section 51341.1; California Health & Safety Code (“HSC”) section 11758.46; the Welfare and Institutions Code (“WIC”); and California’s Medicaid State Plan. Covered services are Naltrexone treatment, outpatient drug free treatment, narcotic treatment, day care rehabilitative, and perinatal residential substance abuse treatment (excluding room and board).
- G. **Director** means Shasta County’s Health and Human Services Agency (“HHSA”) Director, any HHSA Branch Director designated by the HHSA Director, or the County’s Alcohol and Drug Program Administrator.
- H. **Drug and Alcohol Treatment Access Report (“DATAR”)** is the DHCS system used to collect data on substance use disorder treatment capacity and waiting lists; provides essential information about the capacity of California’s publicly-funded substance use disorder treatment system to meet the demand for services.
- I. **DMC Program** is the State program wherein eligible Clients receive Covered Services from DMC certified substance abuse treatment providers that are reimbursed for services with Local Revenue Fund of 2011 DMC subaccount funds and federal Medicaid funds, also referred to as Federal Financial Participation.
- J. **Drug Treatment Program** means a program licensed and certified by the State of California (“State”) pursuant to Chapter 10.5 (commencing with section 11750) of the HSC.
- K. **Final Settlement** is the permanent settlement based on verification of approved Units of Service at the lower of per capita Uniform Statewide Daily Reimbursement (“USDR”) rate or the Provider’s usual and customary charge to non-DMC beneficiaries for the same or similar services.
- L. **Interim Settlement** means temporary settlement of actual allowable costs or expenditures reflected in the Provider’s year-end cost report settlement. For the purposes of this agreement, Interim Settlement shall include, but not be limited to, determining the total allowable reimbursement using approved Units of Service at the lower of the USDR rate or the Provider’s usual and customary daily charge.
- M. **Narcotic Replacement Therapy Services (“NRTS”)** means comprehensive treatment with synthetic opiates approved by the United States Food and Drug Administration for opiate-addicted patients.
- N. **Narcotic Treatment Program (“NTP”)** means any opiate addiction treatment modality, whether inpatient or outpatient, which offers replacement narcotic therapy in maintenance, detoxification, or other services in conjunction with that replacement narcotic therapy.
- O. **NTP Services** include intake, treatment planning, medical direction, body specimen screening, physician and nursing services related to substance abuse, medical psychotherapy, individual/group counseling, admission physical examinations and laboratory tests, medication services, and the provision of methadone and/or levoalphacetyl-methadol, as prescribed by a physician to alleviate the symptoms of withdrawal from opiates. NTP services must be rendered in accordance with the requirements set forth in Chapter 4 commencing with CCR, Title 9, section 10000.

- P. **Performance** means providing services in accordance with the **NTP Provider Service Summary Budget**, attached and incorporated herein as **Exhibit B**; complying with the terms of the expenditures associated with allowable costs; and abiding by the terms of this agreement including all applicable local, state and federal statutes, regulations, and standards in expending funds for the provision of alcohol and drug treatment services.
- Q. **Projected Units of Service** means the number of reimbursable DMC Units of Service the Provider expects to provide on an annual basis, based on historical data.
- R. **Revenue** means income from sources other than this agreement.
- S. **Service Element** is the specific type of service performed within the more general service modalities. A description of Service Element codes is described in the State Documents Reference Manual, "Service Code Descriptions and Unit Information."
- T. **Uniform Statewide Daily Reimbursement ("USDR")** rate for a NTP is a Unit of Service that is a daily treatment service provided pursuant to CCR, Title 22, section 51341.1, and CCR, Title 9, Chapter 4 commencing with section 10000. [See CCR, Title 22, section 51516.1, for NTP-specific services] The rates covered under this agreement include rates for group and individual counseling in ten minute increments. While these rates are approved by the State, they are subject to change by DHCS and/or in the regulation process. If services are necessary and appropriate, NTP providers may be reimbursed for a maximum of 200 minutes (20, ten minute increments) of individual and/or group counseling per calendar month per Client.
- U. **Unit of Service** is the type of unit used to quantify the service modalities/Service Elements. Outpatient drug free services, day care rehabilitative, perinatal residential, and Naltrexone treatment services means face-to-face contact on one calendar day. Only one face-to-face service contact per each calendar day is covered by DMC except for emergencies when additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a Unit of Service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the Client's record.
- V. **Utilization** means the total actual Units of Service used by Clients.

Section 2. RESPONSIBILITIES OF PROVIDER.

- A. Pursuant to the terms and conditions of this agreement, Provider shall:
 - 1. Be authorized by the State to administer NRTS Programs and/or Alcohol and Drug Prevention or Treatment Programs and certified by the State as meeting applicable standards for participation in the DMC Program as set forth in "DMC Certification Standards for Substance Abuse Clinics and Standards for Drug Treatment Programs."
 - 2. Ensure each Client is a Shasta County Medi-Cal beneficiary who maintains residency in Shasta County.
 - 3. Require all Clients to sign an **Exhibit A, Shasta County Alcohol and Drug Consent for Treatment**, attached and incorporated herein, on an annual basis. If

Clients refuse to sign, County shall suspend payment(s) to Provider, pursuant to Section 5.F, Suspension of Payments, until a Client signature is captured.

4. Provide NTP Services to Clients at Provider's Drug Medi-Cal certified facilities throughout the State of California, with primary facilities for contract services located at:
 - a. 1147 Hartnell Avenue, Redding, CA 96002, and
 - b. 590 Rio Lindo Avenue, Chico, CA 95326.
5. Have written policies that assure that:
 - a. Buprenorphine/naloxone (e.g. Suboxone) is prescribed whenever buprenorphine-containing medication is indicated for opioid medication-assisted treatment ("MAT") (with the rare exception of a medical provider-documented contraindication to naloxone, e.g., anaphylactic allergy to naloxone);
 - b. Provider's medical staff will check California Department of Justice's CURES prescription drug monitoring program for each Client at intake and at least monthly thereafter, to detect multiple opioid (or benzodiazepine) prescriptions, especially from multiple prescribers and/or pharmacies;
 - c. Clients and interested household members receive proper training in the use of Naloxone nasal spray (opioid overdose reversal medication);
 - d. Provider shall ensure all Clients enrolled in Medi-Cal who do not have a primary care provider ("PCP") are referred to Partnership HealthPlan of California to be assigned a PCP; and
 - e. Provider shall solicit a release of information, **Exhibit A**, from every Client in order to communicate with the patients' PCP and/or psychiatrist regarding opiate addiction treatment. If release of information is granted, communication with PCP/psychiatrist will occur at least quarterly in the form of a FAX and will address any:
 - i. change in MAT opioid dose,
 - ii. change in treatment plan,
 - iii. change in consistency of urine toxicology results, and
 - iv. CURES report concerns.
6. Provide services to each Client referred to Provider within two weeks of referral date.
7. Provide services regardless of the Client's ability to pay or source of payment.
8. Submit data to County in a secure electronic and/or paper format pre-approved by County. Data shall include but not be limited to:
 - a. CalOMS treatment data in accordance with the format preferred in the CalOMS Treatment Data Collection Guide; and
 - b. Services pursuant to Section 2.A.4.

9. Be solely liable and responsible for all data and information submitted to County in support of all claims for services. Provider shall process all service data within the time frame prescribed by the County. County shall have no liability for Provider's failure to comply with County time frames.
10. Provide a representative liaison, knowledgeable in all program services, to attend meetings of the Shasta County Mental Health Alcohol and Drug Advisory Board ("MHADAB") at a minimum of once every six months and other meetings as the County may require.
11. Notwithstanding any other provision of this agreement, Provider shall be responsible for:
 - a. The accuracy of all data and information on all claims for services which County or Provider may electronically upload into the County's data systems;
 - b. The accuracy of all data and information which Provider furnishes to the State; and
 - c. Ensuring that all services are performed appropriately within the local, state, and federal guidelines, regulations, code, statutes, and law, including but not limited to, administration, Utilization review, documentation, and staffing.

B. Performance Objectives.

Provider shall be evaluated on successful completion of treatment which shall include, but not be limited to, at a minimum:

1. Fifty percent of all discharged Clients were in treatment at least 90 days,
2. Sixty percent of Clients are illicit opiate free within 90 days of admission, and
3. Attendance in individual counseling sessions monthly.

C. Operation and Administration.

1. Director shall have the authority to administer this agreement on behalf of County as prescribed in Section 44. Provider shall designate in writing a Contract Manager who shall function as liaison with County regarding Provider's Performance hereunder.
2. This agreement shall be based on verification of approved Units of Service at the lower of per capita USDR rate or the Provider's usual and customary charge. The Projected Units of Service shall be based on historical data and Provider's current capacity as reported to the County. In order for the Director to administer and monitor Provider's Performance, Provider shall submit to the Director, a written quarterly report of Units of Service delivered throughout the term of this agreement.
 - a. In the event Provider's referrals exceed the number of Clients, or Units of Service, which can be reasonably served within the allocated financial provisions, the Provider shall notify the County in writing within 10 working days. Provider shall bear all financial responsibility for services provided beyond the terms of this agreement.

- b. Provider hereby certifies that Provider can provide services within the scope and limitation of this agreement.
- 3. Provider agrees to furnish all space, facilities, equipment, and supplies necessary for its proper performance, operation, maintenance, and compliance with the terms and conditions of this agreement.
- 4. Any printed material or video media, directly related to the services provided pursuant to this agreement, shall be reviewed and approved by the Director prior to public distribution.

D. Program Monitoring and Review.

- 1. Provider shall provide accessible and appropriate services in accordance with federal and state statutes and regulations to all eligible Clients. The Provider shall assure that in planning for the provision of services, the following are considered and addressed:
 - a. Lack of educational materials or other resources for the provision of services;
 - b. Geographic isolation and transportation needs of persons seeking services and/or remoteness of services;
 - c. Institutional or cultural barriers;
 - d. Language barriers;
 - e. Lack of service advocates; and
 - f. Failure to survey or otherwise identify the barriers to service accessibility.
- 2. In addition to the above program monitoring and pursuant to 2 CFR part 200, subpart F, the County is required to monitor the activities of the Provider to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the contracts or grant agreements, and that Performance goals are achieved. County shall ensure that a Provider who expends more than \$750,000 in total federal funds in a year comply with 2 CFR part 200, subpart F. Limited scope audits, on-site visits, and reviews of documentation supporting requests for reimbursement are monitoring procedures that are acceptable to the Federal Office of Management and Budget ("OMB") in meeting County monitoring objectives.
 - a. Limited scope audits as they are defined in 2 CFR part 200, subpart F, only include agreed-upon engagements that are: (1) conducted in accordance with either the American Institute of Certified Public Accountants' generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address only one or more of the following types of compliance requirements: (a) activities allowed or disallowed; (b) allowable costs/cost principles; (c) eligibility; (d) matching, level of effort and earmarking; and (e) reporting.
 - b. On-site visits focus on compliance and controls over compliance areas. The County's reviewer must make site visits to the Provider's location(s), and document the visits using a checklist or program focusing on the compliance

- areas. All findings noted during on-site monitoring shall be handled in the same manner as any exceptions noted during single or program-specific audits.
- c. Reviews of supporting documentation submitted by Providers include, but are not limited to, copies of invoices, canceled checks, and time sheets. Prior to reimbursement the County's reviewer shall determine if the costs are allowable under the terms of the Federal award.
 - d. Failure to comply with the above provisions shall constitute grounds for the County to suspend or recover payments made, subject to the Provider's right of appeal as referenced, or may result in termination of the agreement or both.
3. In the event County finds any deficiencies with regard to Provider's Performance, County shall provide notification of such deficiencies to Provider. Provider shall respond in writing to the County Contract Manager within the time specified in the notification either acknowledging the reported deficiencies or presenting contrary evidence, and in addition, Provider shall submit a written plan of correction for all deficiencies to the Director.
 4. In the event of a state audit of this agreement, if state auditors disagree with County's written instructions to Provider in its Performance of this agreement, and if such disagreement results in a state disallowance of any of Provider's costs hereunder, then County shall be liable for Provider's disallowed costs as determined by the state.
 5. To assure compliance with this agreement and for any other reasonable purpose relating to Performance of this agreement, and subject to the provisions of local, state, and federal law, authorized local, state, and/or federal representatives and designees shall have the right to enter Provider's premises (including all other places where services under this agreement are being performed), with or without notice, to inspect, monitor, and/or audit Provider's facilities, programs, and procedures, or to otherwise evaluate the services performed or being performed; review and copy any records and supporting documentation pertaining to the Performance of this agreement; and elicit information regarding the Performance of this agreement or any related services. The representatives and designees of such agencies may examine, audit, and copy such records at the site at which they are located. Provider shall provide access to facilities and shall cooperate and assist local, state, and/or federal representatives and designees in the Performance of their duties. Unless otherwise agreed upon in writing, Provider must provide specified data upon request by local, state, and/or federal representatives and designees within 10 state working days for monitoring purposes.
- E. Failure to comply with the terms of Section 2.D. may constitute breach of this agreement if not corrected, and may result in withholding payment per the terms of Section 5.F. In the event that Provider does not correct deficiencies within the required timeframe, the Director at his/her sole discretion may request Provider to immediately return to County any and all amounts paid by County to Provider for the services performed under this agreement. Provider shall be required to pay County according to the method described in Section 5.G.1.
 - F. As required by Government Code section 7550, each document or report prepared by Provider 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. Provider 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, Provider shall add: "This [document or report] is one of [number] produced under this agreement."

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

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Designate a County Contract Manager.
- B. Monitor the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the Clients to be served. Monitoring shall include, but not be limited to, whether:
1. The quantity of services identified in **Exhibit B** are being performed;
 2. Provider has established quality standards and is monitoring them; and
 3. Provider is meeting the minimum program requirements as per **Exhibit C, Monitoring Checklist for NTP Provider**, attached and incorporated herein.
- C. Compensate Provider as prescribed in sections 4 and 5 of this agreement.

Section 4. COMPENSATION.

- A. County shall compensate Provider for services rendered pursuant to this agreement in accordance with the rates as set forth in **Exhibit B**. In no event shall maximum compensation exceed \$4,000,000 during the entire term of this agreement.
- B. Provider 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.
- C. Provider's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

Section 5. BILLING AND PAYMENT.

- A. Provider shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA. 96049-6005, monthly by the 15th of each

month following the month of service, an invoice or billhead normally used in the conduct of Provider's business and an itemized statement that details expenditures and charges for services rendered ("Service Summary"). County shall make payment within 30 days of receipt of Provider's correct and approved invoice or billhead and itemized statement. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

B. Overpayment.

1. Provider shall repay to County the amount, if any, paid by County to Provider for any services which are found by local, state, and/or federal governments to be non-reimbursable.
2. For federal audit exceptions, federal audit appeal processes shall be followed. County recovery of federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.
3. For state audit exceptions, upon state notice to County of overpayment, County shall immediately recover any overpayment from Provider.
4. For County audit exceptions, County shall notify Provider in writing of the audit settlement. The Provider shall have 30 calendar days from receipt of notification of audit settlement to appeal the audit settlement. If Provider intends to appeal said notice, either in whole or in part, the County's Provider Appeal Process shall be followed. The County's Provider Appeal Process may be obtained by contacting the County at the address and/or phone number as shown in Section 21.A. of this agreement.
5. Overpayment recovery shall be handled in accordance with CCR, Title 22, section 51341.1(m) regarding DMC Substance Abuse Services.

C. Shift of Funds.

1. County, state, and/or federal funds shall be limited to and shall not exceed the respective amounts shown in **Exhibit B**.
2. Control of funds shall be for each Service Element identified and in the amounts shown in **Exhibit B**. With Director's prior written approval, Provider may shift funds, on a dollar for dollar basis, from one Service Element to another Service Element within the applicable Fiscal Year (FY).
3. Provider shall request, in advance and in writing, within the applicable FY for Director's approval of a shift of funds between respective Service Elements. Director shall provide written approval or denial of request to shift funds after a program review and within ten working days of receipt of Provider's written request. Pursuant to Section 8.B, a formal amendment shall be executed to reflect any Service Element shifts approved by the Director.
4. During the Final Settlement Process, County may shift funds between Service Elements at the Director's discretion, without requiring an amendment to the agreement.

D. Client Fees, Third Party Revenue.

1. Pursuant to CCR, Title 9, section 9532(b)(1), Clients placed in NTPs shall be assessed by Provider to determine their ability to pay in accordance with HSC, section 11991.5.
2. Provider retains contractual responsibility for determination of Client fees, and for the billing and collection of such fees.

E. Claims Reimbursement.

1. County shall make provisional reimbursement to Provider based on the rate as reflected in **Exhibit B** less all other Revenue, interest and return collected by Provider from services/activities delivered under this agreement for State approved NRTS. Provisional reimbursement shall be based upon services provided as shown on County's reports. Provider shall certify that all Units of Service claimed by Provider on a provisional reimbursement basis are true and accurate claims for reimbursement.
 - a. Final reimbursement/settlement to Provider shall be based upon State approved Units of Service, the Annual Cost Report for those approved units, and/or the USDR.
 - b. Further, Provider agrees to hold harmless the state, federal government, County, and Client in the event County cannot or will not pay for services performed by Provider pursuant to this agreement.
2. On the basis of the monthly claim, and after County review and approval of the monthly claim, Provider shall receive from County provisional reimbursement of Provider's claimed amount, resulting from services provided hereunder, including, but not limited to any other Revenue, interest, and return. The monthly claim and subsequent payment shall be made in accordance with County policies and procedures and the terms and conditions of this agreement. If a claim is not submitted as required by County, then payment shall be withheld until County is in receipt of a complete and correct claim and such claim has been reviewed and approved by Director.
3. All monthly claims shall be subject to adjustment based upon the data systems reports, audits or disallowances, and/or Provider's Annual Cost Report, which shall supersede and take precedence over all claims.
4. All monthly claims shall be based on NRTS provided as shown on County's data systems reports. Provider certifies that all Units of Service reported by Provider are true and accurate claims for reimbursement.
5. Claims for NRTS, provided to Clients, will be paid to Provider, only for the period of time Provider is licensed and/or certified by DMC as a NTP Provider, and only to the extent required by local, state, and federal laws, regulations, manuals, guidelines, and directives.
6. Provider shall submit all claims for services delivered as per this agreement within 30 days of agreement termination. County shall not pay claims received after 30 days of agreement termination date unless County pre-approves time extension and/or claims are approved by the Director.

F. Suspension of Payments.

1. At the sole discretion of Director payments to Provider under this agreement may be suspended for good cause. Notice of such suspension shall be given to Provider, including a statement of reasons for such suspension. Following receipt of notice, Provider may, within 15 days, request reconsideration of the Director's decision.
2. In the event County suspends or withholds payment to Provider pending receipt of Provider Service Summary, CalOMS, DATAR or other data as required, Provider shall hold County harmless for any/all claims not submitted for payment within the time frames prescribed by local, state, and federal government. Claims which exceed the time frames for claiming will be considered denied and County shall have no liability for Provider's failure to comply with local, state, and federal time frames.

G. Additional Payment Provisions.

1. Payments Due to County/Method of Payment: Within 10 calendar days after written notification by County to Provider of any amount due by Provider to County, Provider shall notify County as to which of the following six payment options Provider requests be used as the method by which such amount shall be recovered by County. Any payments due to the County from the Provider shall be: (a) paid in one cash payment by Provider to County; (b) offset against prior year(s) liability(ies); (c) deducted from future claims over a period not to exceed three months; (d) paid by cash payment(s) by Provider to County over a period not to exceed three months; or (e) a combination of any or all of the above. Regardless of Provider preferred method, final determination of payment option shall be at the sole discretion of Director.
2. Interest Charges on Delinquent Payments: If Provider, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this agreement within 60 days after the due date, then Director, in his/her sole discretion and after written notice to Provider, may assess daily interest charges at a rate equal to County's Treasury Rate, as reported by County's Treasurer-Tax Collector, on the delinquent amount due commencing on the 61st day after the due date. Provider shall have an opportunity to present to Director information bearing on the issue of whether there is a good cause justification for Provider's failure to pay County within 60 days after the due date. The interest charges shall be: (a) paid by Provider to County by cash payment upon demand; and/or (b) at the sole discretion of Director, deducted from any amounts due by County to Provider.
3. Accrual of Interest: Providers are not allowed to retain more than \$100 in interest earned on federal funds per year per the Code of Federal Regulations ("CFR"), Title 45, section 92.21(i). Interest earned in excess of this amount is to be returned to the County. Any interest retained by Provider must be used for administrative expenses related to the Provider's Performance pursuant to this agreement.
4. Revenue Collection: Provider shall conform to the Revenue collection requirements in HSC, Division 10.5, section 11841.
5. Financial Solvency: Provider shall maintain adequate provisions against the risk of insolvency.

H. Compensation under this agreement shall be reduced by applicable Provider Revenues. The term "applicable Provider 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 Provider's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayments, or other erroneous charges). To the extent that applicable Provider Revenues, accruing or received by Provider relate to allowable costs, they shall be credited to County either as a reduction or a cash refund, as appropriate.

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

Section 6. TERM OF AGREEMENT.

This agreement shall commence on August 1, 2019 and shall end on 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.

Section 7. TERMINATION OF AGREEMENT.

- A. If Provider materially fails to perform Provider's responsibilities under this agreement to the satisfaction of County, or if Provider fails to fulfill in a timely and professional manner Provider's responsibilities under this agreement, or if Provider 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 Provider. If termination for cause is given by County to Provider and it is later determined that Provider 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 Provider.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by the County Executive Officer or his/her designee, HHSA Director, or any HHSA Branch Director designated by the HHSA Director.

- F. Should this agreement be terminated, Provider shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Provider pursuant to this agreement.
- G. If this agreement is terminated, Provider shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Provider shall be entitled to no other benefits other than those specified herein. Provider specifically acknowledges that in entering into and executing this agreement, Provider 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, in addition to the provisions of Section 5.C. of this agreement, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Provider and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF PROVIDER.

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

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Provider 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 Provider, or by any of Provider's subcontractors, any person employed under Provider, 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. Provider shall also, at Provider'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 Provider, or any of Provider's subcontractors, any person employed under Provider, or under any Subcontractor, or in any capacity. Provider 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 Provider's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Provider's duties of defense and indemnification, Provider 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 the County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Provider and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Provider, subcontractor, Provider's partner(s), subcontractor's partner(s), Provider'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 Provider 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. Provider hereby certifies that Provider is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Provider shall comply with such provisions before commencing the Performance of the work or the provision of services pursuant to this agreement.

- C. Provider shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per incident or occurrence, \$3 million aggregate.
- D. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain 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. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- E. Provider 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 Provider pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Provider or subcontractor shall be disclosed to and be subject to approval by 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, Provider 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, Provider 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) Provider shall provide County with an endorsement or amendment to Provider'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, Provider 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 Provider fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Provider shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Provider's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

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

- A. If any claim for damages is filed with Provider or if any lawsuit is instituted concerning Provider's Performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Provider 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. This agreement shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Shasta, California. Further, this agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. During the Performance of this agreement, Provider and its subcontractors shall not deny the agreement'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 employees and applicants 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. Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Provider and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.), the regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Provider 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 normal business hours, but in no case less than 24 hours' notice, to such 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. Provider 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. (CCR, Title 2, section 11105)
- B. Provider shall comply with section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Provider pursuant to this agreement shall be in compliance with section 1352 of Title 31, U.S.C., and in conjunction therewith Provider shall execute **Exhibit D, Attachment 1 CERTIFICATION REGARDING LOBBYING**, attached and incorporated herein.

- C. No funds or compensation received by Provider under this agreement shall be used by Provider for sectarian worship, instruction, or proselytization. No funds or compensation received by Provider under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- D. In addition to any other provisions of this agreement, Provider shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Provider noncompliance with the provisions of this section.
- E. All references in this agreement and written arrangements by the designated County Alcohol and Drug Program Administrator, to the California Government Code, Health and Safety Code, Welfare and Institutions Code, and to any other laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this agreement, and are agreed to be binding upon the Provider and the County.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Provider that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Provider or County. Except where longer retention is required by federal or state law, Provider shall maintain all records for 10 years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Provider 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. Provider 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. Provider 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. Provider agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Provider 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 Provider.

Section 16. AUDIT COMPLIANCE

- A. Provider shall, pursuant to, and in accordance with 2 CFR part 200, subpart F, perform annual single or program-specific audits when their Federal Awards expenditures meet or exceed \$750,000 in a single fiscal year.

1. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
 2. A copy of the audit shall be submitted to the County within 15 days of completion, but no later than nine months following the end of the County fiscal year.
 3. Where apportionment of the audit cost is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the federal award funding represents of the Provider's total revenue.
 4. The Provider, in coordination with and as pre-approved by the County, is responsible for developing a corrective action plan and follow-up on any material audit findings in the single or program-specific audit report.
- B. All expenditures of local, state, and federal funds furnished to the Provider and the Provider's subcontractors are subject to audit by the County, State and/or Federal government. Pursuant to CCR, Title 9, sections 9545(a), 9545(d), 9545(g), and 9545(h), the written audit reports shall establish whether the Provider expended funds in accordance with the provisions of the regulations and requirements of Substance Use Disorder Services Funding Agreement Number 17-94105. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements 2 CFR part 200, subpart F. Objectives of such audits may include, but are not limited to, the following:
1. Determining whether Units of Service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. Validating data reported by the Provider for prospective contract negotiations;
 3. Providing technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. Determining the cost of services, net of related Client fees, third-party payments, and other related Revenues and funds;
 5. Determining that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements; and/or
 6. Determining the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the contract objectives.
- C. The refusal of a Provider or subcontractor to permit access to and inspection of books, records, and facilities as described in this Section 16 constitutes an express and immediate breach of this agreement and will be sufficient basis to terminate the agreement for cause or default.
- D. Pursuant to 2 CFR part 200, subpart F, the state or federal government and/or County may impose sanctions against a Provider for not submitting required single or program-specific audit reports, or failure to comply with all other audit requirements.

- E. Audit reports by the state or federal government or County shall reflect all findings, recommendations, adjustments, and corrective action as a result of its findings in any areas.
- F. The Provider shall be responsible for any disallowances taken by the federal government, the state, or the Bureau of State Audits, or the County as a result of any audit exception that is related to the Provider's responsibilities herein. Provider shall not use funds administered by the County to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. The Provider agrees to develop and implement any corrective action plans in a manner acceptable to the state or County in order to comply with recommendations contained in the audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the County within one year from the date of County's receipt of the plan.
- G. If differences cannot be resolved between state, County or Provider regarding the terms of the final audit settlements for funds expended, Provider may request an appeal in accordance with the appeal process described in **Exhibit E, DHCS Audit Appeals Process**, attached and incorporated herein.
- H. **Post-Contract Audit Settlement.**
 - 1. In the event that a post-contract audit conducted by local, state, and/or federal agencies, determines that the amounts paid by County to Provider for any NRTS furnished hereunder are more than the amounts allowable pursuant to this agreement, then the difference shall be due by Provider to County.
 - 2. For Cost Reimbursed services, if the post-contract audit conducted by local, state, and/or federal personnel determines that the amounts paid by County to Provider for any Cost Reimbursed state approved Units of Service furnished hereunder are less than the allowable pursuant to this agreement, then the difference shall be paid by County to Provider.
 - 3. Audit Appeals After Post-Contract Audit Settlement: For County audit exceptions, County shall notify Provider in writing of the Audit Settlement. The Provider shall have 30 calendar days from receipt of notification of the Audit Settlement to appeal Audit Settlement. All appeals for County audit exceptions shall be handled in accordance with County's Provider Appeal Process. The County's Provider Appeal Process may be obtained by Contacting the County at the address and/or phone number as shown in Section 21.A, of this agreement. If Provider appeals any audit report, the appeal shall not prevent the post-contract audit settlement.

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

Provider's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Provider'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.

Provider's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 18. LICENSES AND PERMITS.

- A. Provider shall obtain and maintain in effect during the term of this agreement, all licenses, permits, registrations, accreditations, and certificates including, but not limited to, certification as a NTP Provider as required by all present and future federal, state, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Provider's facility(ies) and services under this agreement. Provider shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their Performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate including, but not limited to, certification as a DMC provider as required by all applicable federal, state, and local laws, ordinances, rules, regulations, manuals, guidelines and directives, shall be provided, in duplicate, to County's Contract Manager. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for termination of this agreement by County.
- B. Provider shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by local, state, or federal agencies and/or professional licensing organizations.
- C. Provider shall keep fully informed of all current DMC Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.
- D. Provider shall ensure that any reduction of covered services or relocation of services are not implemented until approval is issued by the State. Provider shall notify County immediately in writing upon intent for reduction in covered services or relocation. Within 35 days of County's receiving notification of Provider's intent to reduce covered services or relocate, the Provider shall submit a DMC certification application to the State. The DMC certification application must be submitted to the State 60 days prior to the desired effective date of the reduction of covered services or relocation.

Section 19. PERFORMANCE STANDARDS.

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

Section 20. CONFLICTS OF INTEREST.

Provider and Provider'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 21. NOTICES.

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

If to County: Branch Director
 HHSA Adult Services Branch
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: (530) 225-5900
 Fax: (530) 229-8404

If to Provider: President & Chief Executive Officer
 Aegis Treatment Centers, LLC
 7246 Remmet Avenue
 Canoga Park, CA 91303
 Phone: (818) 206-0360

- B. Any oral notice authorized by this agreement shall be given to the persons specified in section 21.A and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this 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 22. 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 23. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 24. PROPERTY TAXES.

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

Section 25. 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 26. COUNTY'S RIGHT TO SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Provider 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 Provider or its subsidiaries.

Section 27. 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 28. CONFIDENTIALITY AND SECURITY.

A. Provider shall comply with all applicable state and federal statutes and regulations regarding confidentiality and security, including, but not limited to, the confidentiality and security of information requirements in the following:

1. 42 United States Code, section 290dd-2
2. Title 42, CFR, Part 2
3. Title 45, CFR, section 96.132(e)
4. WIC section 14100.2
5. HSC section 11845.5
6. Title 22, CCR, section 51009
7. Civil Code sections 56 – 56.37 (Confidentiality of Medical Information Act)
8. HSC sections 123100 – 123149.5 (Patient Access to Medical Records)

- B. Any security incidents or breaches of unsecured Personal Health Information, Electronic Personal Health Information, or Personally Identifiable Information shall be reported to the County Privacy Officer at hipaaprivacy@co.shasta.ca.us, or (530) 225-5995.

Section 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Provider understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Provider 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 Provider that are provided for in section 11.

Section 30. HIPAA ADDENDUM.

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate and Qualified Service Organization agreement as required by the federal Health Insurance Portability and Accountability Act and Confidentiality of Substance Use Disorder Patient Records Act respectively.

Section 31. 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, Provider shall retain all of Provider's rights in Provider's own proprietary information, including, without limitation, Provider's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Provider prior to, or acquired by Provider during the performance of this agreement and Provider shall not be restricted in any way with respect thereto.

Section 32. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES.

No funds or compensation received by Provider under this agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the state chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant funds.

Section 33. NO UNLAWFUL USE OR UNLAWFUL USE OF MESSAGES REGARDING DRUGS.

In accordance with section 11999 of the HSC, Provider shall not provide any material, curricula, teachings, or promotions of the responsible use, if unlawful, of drugs or alcohol in connection with any messages or information pertaining to Provider's programs undertaken pursuant to this agreement. Provider shall include in any material, curricula, teachings, or promotions produced pursuant to this agreement and agrees to display a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with any of Provider's programs undertaken pursuant to this agreement. Additionally, no aspect of a drug or alcohol-related program undertaken pursuant to this agreement shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

Section 34. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES.

No funds or compensation received by Provider under this agreement shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of section 202 of the Controlled Substances Act (21 U.S.C. section 812).

Section 35. DRUG FREE WORKPLACE.

Provider shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code, section 8350, *et seq.*) and CFR, Title 45, Part 76. This compliance includes, but is not limited to, Provider providing drug-free workplaces by taking the following actions:

- A. Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by subdivision (a)(1) of section 8355 of the Government Code.
- B. Establishing a drug-free awareness program as required by subdivision (a)(2) of section 8355 of the Government Code to inform all employees about all of the following:
 1. The dangers of drug abuse in the work place;
 2. The organization's policy of maintaining a drug-free work place;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations.

- C. Ensuring, as required by subdivision (a)(3) of section 8355 of the Government Code, that every employee or volunteer/intern engaged in the Performance of this agreement:
 - 1. Be given a copy of Provider's drug-free policy statement; and
 - 2. As a condition of employment under this agreement, agree to abide by the terms of the Provider's drug-free policy statement.

Section 36. PROVIDER'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.

- A. Provider hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by local, Federal, or State government, directly or indirectly, in whole or in part, and that Provider will notify Director in writing within 30 calendar days from receipt of the fully executed agreement of:
 - 1. Any event that would require Provider or a staff member's mandatory exclusion from participation in a Federally or State-funded health care program; and
 - 2. Any exclusionary action taken by any agency of the Federal or State government against Provider or one or more staff members barring it or the staff members from participation in a Federally or State-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- B. Provider shall screen all staff employed, or interns/volunteers retained to provide services related to this agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities." Provider shall screen prospective staff prior to hire or engagement.
- C. Provider shall screen all current staff, volunteers, and/or interns at least monthly, and will notify Director in writing that Provider and Provider's staff, volunteers, and/or interns are eligible to participate in Federally funded programs. This notification shall be performed by completing **Exhibit F, Attestation Regarding Federally Funded Programs**, attached and incorporated herein by this reference.
- D. Provider and staff shall be required to disclose to the Director immediately any debarment, exclusion or other event that makes any individual an Ineligible or Excluded person. If the Provider becomes aware that a staff member has become an Ineligible or Excluded person, Provider shall remove such individual from responsibility for, or involvement with, County business operations related to this agreement.
- E. The Office of the Inspector General ("OIG") determines when an entity or and individual will be excluded from participating in a Federally-funded health care program. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities, which are owned and controlled by excluded individuals, can also be excluded. The type of exclusion, mandatory or permissive, is at the sole discretion of the OIG.
- F. Mandatory exclusion may be based on:

1. Felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances; and/or
 2. Convictions related to patient abuse.
- G. Permissive exclusion may be based on:
1. Conviction of a misdemeanor related to fraud or financial misconduct involving a government program;
 2. Obstructing an investigation;
 3. Failing to provide access to documents or premises as required by federal healthcare program officials; and/or
 4. Conviction of a misdemeanor related to controlled substances.
 5. Failing to disclose information about the entity itself, its subcontractors or its significant business transactions;
 6. Loss of a state license to practice a healthcare profession;
 7. Default on a student loan given in connection with education in a health profession;
 8. Charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; and/or
 9. Paying a kickback or submitting a false or fraudulent claim.
- H. Failure by Provider to meet the requirements of this section shall constitute a material breach of agreement upon which County may immediately terminate or suspend this agreement.

Section 37. LOBBYING AND RESTRICTIONS AND DISCLOSURE CERTIFICATION.

- A. Provider who receives a contract which is subject to section 1352 of the 31, U.S.C., and which exceeds \$100,000, shall file a certification as set forth in **Exhibit D, Attachment 1**, that the Provider has not made, and will not make, any payment prohibited by section 1352 of Title 31, U.S.C.
- B. Provider shall file a disclosure as set forth in **Exhibit D, Attachment 2, Certification Regarding Lobbying**, attached and incorporated herein, if such Provider has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with an agreement or any amendment of that agreement, which would be prohibited under section 1352 of Title 31, U.S.C. if paid for with appropriated funds.
- C. Provider shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed under subsection A. or B. of this Section 37. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
3. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

Section 38. CLINICAL RECORDS.

- A. Direct Service and Indirect Service Records: Provider shall maintain a record of all direct services and indirect services rendered by all the various professional, para-professional, intern, student, volunteer and other personnel to fully document all services provided under this agreement to permit review for fiscal audits, program compliance and client complaints. All such records shall be maintained, retained, and made immediately available for inspection, program review, and/or audit during County's normal business hours by authorized representatives of County, State, and/or Federal governments during the term of this agreement for a minimum of five years following discharge of the client or termination of services, or until County, State or Federal audit findings applicable to such services are fully resolved, whichever is later. Such access shall include regular and special reports from Provider.
1. Failure to comply with the terms of this section may constitute breach of this agreement if not corrected and may result in suspension of payment per the terms of section 5.F. In the event that Provider does not correct deficiencies within the required timeframe, then Director at their sole discretion may request Provider to immediately return any and all amounts paid by County to Provider for the provision of services under this agreement. Provider shall be required to pay County according to the method described in section 5.G.1.
- B. Client Records: Provider shall maintain treatment and other records of all direct services in accordance with all applicable local, state and federal requirements on each individual Client. Each Client receiving services under the terms of this agreement shall have on file a completed:
1. Client Registration and Payor Financial Information;
 2. Initial Assessment completed within seven days of intake;
 3. Episode Opening – Episode Closing to be completed as soon as feasible, but no later than the end of the month in the month the Client enters the Provider's program. Episode Closing to be submitted no later than the end of the month of the last billable date of service;
 4. Discharge Assessment immediately upon Client discharge but no later than seven days from date of discharge;
 5. Consent for Treatment;
 6. Release of Information;

7. Client Plan completed no later than seven days from the date of intake for new Clients and updated every six weeks thereafter; and
 8. Completed Treatment Plans and Progress Notes to identify Client participation, integration, and principals learned.
- C. Copies of Records shall be provided to County from Provider and to Provider from County as necessary for the delivery and monitoring of services.

Section 39. FINANCIAL RECORDS.

- A. Provider shall prepare and maintain sufficient books, records, documents, and other evidence necessary for the County and/or State to audit contract Performance and contract compliance. The Provider shall make these records available to the County and/or State or Federal government, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, records shall be sufficient to determine the reasonableness, allowability, and allocation of cost incurred by the Provider. All records must be capable of verification by qualified auditors.
- B. In the event the Provider contracts with an audit firm, Provider shall include a clause in the contract to permit access by the County and/or State or Federal government to the working papers of the external independent auditor, and copies shall be made available as is reasonable and necessary.
- C. Provider shall keep adequate and sufficient financial records and statistical data to support the monthly, quarterly, and year-end documents filed with the County. Provider's records must be capable of verification by qualified auditors.
- D. Provider shall retain accounting records and supporting documents for a five-year period from the date the year-end cost settlement report was approved by the County for Interim Settlement. When an audit has been started before the expiration of the five-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit pursuant to CCR, Title 9, section 9535(e). Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the Interim Settlement shall be considered as the final settlement.
- E. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
- F. The Provider shall follow the statutory requirements contained in the State Administrative Manual ("SAM") as noted in Title 45 CFR, Part 96, Block Grants, Subpart C, Financial Management, section 96.30, Fiscal and Administrative Requirements, which states in part, "Except where otherwise required by Federal law or regulation, a State shall obligate and expend block grant funds in accordance with the laws and procedures applicable to the obligation and expenditure of its own funds."

Section 40. FINANCIAL REPORTING.

- A. Provider shall provide financial information and/or records pertaining to Provider's agency including, but not limited to: audited financial statement from audit prepared in accordance with OMB Circular No. A-133 and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Provider's receipt of financial statement); IRS form 990 and all supporting schedules (submitted 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 (submitted to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County HHSA, Business and Support Services Branch, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Provider shall provide additional financial information as requested by County within 30 days of receiving such request. Provider 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.
- B. Fiscal forms, are required in accordance with the County's drug and alcohol fiscal reporting system requirements. The Provider agrees to submit an **Exhibit B** with the original agreement and with each contract amendment.
- C. The Provider agrees to submit fiscal and billing information, as applicable, in accordance with the services as referenced in Section 2.A and **Exhibit B**. Documentation shall include, but is not limited to:
1. Monthly claims reflecting the number of services, type of service, multiplied by the rate as reflected in **Exhibit B**, pursuant to Section 5.A.
 2. Rosters, indicating Clients' attendance in dosing. Rosters shall be submitted on a monthly basis, along with invoice/claim for payment, in format of **Exhibit G, Dosing Record**, attached and incorporated herein.
 3. CalOMS Participant Records including Client admission, discharge and registration information, submitted monthly, no later than five days after the report month.
 4. DATAR to the State monthly, no later than 10 days after the report month.
 5. National Survey of Substance Abuse Treatment Services – Annually to the State (If County has questions or Provider needs additional blank forms, contact Mathematical Policy Research, Inc. 1-888-324-8337).
 6. DMC Performance Reports: A DMC Performance Report ("Performance Report") must be submitted in a format prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all programs. Provider shall report services under their approved legal entity number established during the DMC certification process.
 - a. Total units of service reported on the Performance Report will be compared to units of service entered by Provider into County's data system. Provider will be

required to correct discrepancies and resubmit to County prior to County's final acceptance of the Performance Report.

- D. The Provider agrees by signing this agreement to submit data requested pursuant to this Section 40 in a manner identified or on forms provided by the County, and to submit data by the due dates.

Section 41. ANNUAL PERFORMANCE REPORT.

- A. Provider shall, during the term of this agreement, submit to County within 30 days of receipt of annual Performance Report Form from the County, or within 30 days of the termination, expiration or cancellation date of this agreement, an accurate and detailed Annual Cost Report and a separate and complete financial statement in a format approved by County for the preceding County Fiscal Year. Annual Cost Report forms will be provided by County to Provider within 15 days of receipt by County of the DHCS Cost Report Forms and Instructions, or within 15 days of the termination, expiration or cancellation date of this agreement. The Annual Cost Report shall be submitted in accordance with the State fiscal reporting system.

B. Year End Expenditure Report.

1. For each Fiscal Year or portion thereof that this agreement is in effect, Provider shall provide County with one copy of an accurate and complete annual Performance Report, with a statement of expenses and Revenue. The annual Performance Report will be submitted in accordance with the instructions from County and shall be broken out into the respective Service Elements identified in **Exhibit B** within each legal entity. Such report shall be due within 60 days following the end of such Fiscal Year. In the event Provider ceases to do business, the final annual Performance Report will be due no later than 60 days following the effective date of business closure. The annual Performance Report shall be prepared by Provider in accordance with the requirements set forth in the State's Fiscal Reporting System requirements. Written guidelines may be provided to Provider by the County by July 31 following the Fiscal Year for which the annual Performance Report is to be prepared.
2. In the event that Provider is unable to complete the annual Performance Report by the date specified within this section, then Provider shall submit to the Director a written extension request giving good cause justification and a revised completion date. The Director will review each request and prepare a written response to be provided to Provider within ten days of receiving Provider's extension request.
3. If Provider fails to submit an accurate and complete annual Performance Report by such due date, then County may not, at the sole discretion of Director, make any further payments to Provider under this agreement until the accurate and complete annual Performance Report is submitted.
4. In the event that Provider does not submit an accurate and complete annual Performance Report by the following end of each Fiscal Year, then all amounts covered by the outstanding annual Performance Report and paid by County to Provider in the Fiscal Year for which the annual Performance Report is outstanding shall be due by Provider to County.

C. Adjustment and Final Settlement.

Based on the annual Performance Report submitted pursuant to Section 41.B, the final settlement shall be adjusted as follows:

1. Reimbursement based on verification of State approved Units of Service at the lower of per capita, USDR rate or the Provider's usual and customary charge not to exceed maximum amount as shown in section 4.A, and in **Exhibit B**, provided that reimbursement for services shall be consistent with the amounts authorized by State law and State's Medicaid Plan not to exceed the USDR rate in effect at the time of service delivery.
2. Once submitted with signed Letter of Certification the annual Performance Report shall be considered "provider certified" as to expenses and Units of Service. County shall review Provider's annual Performance Report before submission to the State and may modify certain aspects of the report as required by the State and Federal law, the State's Drug and Alcohol Fiscal Reporting System requirements or this agreement. These modifications may include Units of Service, funding sources, and usual and customary charges. County shall not change expenses or total Units of Service unless instructed to do so by Provider.
3. Upon County approval, Provider's annual Performance Report shall be deemed as final and not subject to change except by audit exception, which may include units later disallowed during a County, State, and/or Federal audit. Provider shall notify County promptly in writing if at any time Provider becomes aware of errors in the submitted annual Performance Report. County shall notify Provider promptly in writing if at any time County becomes aware of errors in the submitted annual Performance Report.
4. Provider shall have 30 calendar days from receipt of notification of final settlement to appeal the settlement. All annual Performance Report appeals shall be handled in accordance with **Exhibit E**. The County's Provider Appeal Process may be obtained by contacting the County at the address and/or phone number as shown in Section 21 of this agreement.

Section 42. ADDITIONAL REPORTS.

The Provider agrees to submit in accordance with HSC, section 11758.12(d), information required by the County and/or State. The information shall include, but is not limited to, Utilization reports, compliance reports, financial reports, treatment and prevention services reports, demographic characteristics of service recipients, and data as required by County.

Section 43. PERSONNEL.

- A. If vacancies occur in any of Provider's staff that would reduce Provider's ability to perform any services under the agreement, Provider shall promptly notify Director of such vacancies.
- B. During the term of this agreement, Provider shall have available and shall provide upon request to County, a list of all persons by name, title, professional degree, and experience, who are providing any services under this agreement.

- C. Provider shall train and maintain appropriate supervision of all persons providing services under this agreement with particular emphasis on the supervision of para-professionals, interns, students, and volunteers. Provider shall be responsible for the training of all appropriate staff on the State's Drug and Alcohol/NTP Fiscal Reporting System requirements, and other policies and procedures that County may reasonably require.
- D. Provider shall furnish such qualified professional personnel as prescribed in CCR, Title 9 for the type of services to be provided as set forth in Section 2 of this agreement.
- E. Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified according to CCR, Title 9, Division 4, Chapter 8.
- F. Provider shall ensure that at least 30 percent of staff providing counseling services shall be licensed or certified by State-approved certifying bodies.
- G. No part of any federal funds provided under this agreement shall be used by Provider to pay the salary of an individual in excess of the amount set by the Federal National Institute of Health.
- H. Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Section 44. AGREEMENT SUPERVISION.

The Director 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.

Section 45. APPLICATION OF OTHER AGREEMENTS.

Provider and Provider's officers, agents, employees, and volunteers, and any of Provider's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Substance Use Disorder Services Funding Agreement Number 17-94105 ("SUDS 17-94105") between the County of Shasta and DHCS, attached to this agreement and incorporated by this reference. Furthermore, Provider shall, as specifically applicable under SUDS 17-94105, comply with all of their obligations pursuant to the following numbered provisions of SUDS 17-94105 Exhibit D(F), section 5(j): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions of SUDS 17-94105 Exhibit D(F) that are deemed applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Provider 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

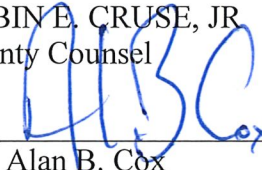
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

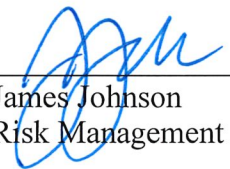
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By:  9/16/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  09/16/19
James Johnson
Risk Management Analyst

PROVIDER

Date: _____

Alex Dodd, President & Chief Financial
Officer
Aegis Treatment Centers, LLC

Tax I.D.#: On File

Shasta County Alcohol and Drug Consent for Treatment

I, _____, authorize Aegis Treatment Centers, LLC to disclose to Shasta County Health and Human Services Agency/Mental Health and Alcohol and Drug Programs (SCMHADP) the following information:

- My Name, Address, City, State and Zip
- Insurance Coverage, if any
- Diagnosis and financial information
- Participation in treatment, including my opening/closing dates, California Outcome Measurement Service (CalOMS) information
- Daily Activity Log(s)

This sharing of information is for the purpose of coordinating services and billing third party payors, such as Medi-Cal, Blue Cross, Blue Shield, etc. I understand SCMHADP is an integrated mental health and substance use treatment program, which includes integrated record-keeping, treatment planning, and treatment provision. Staff providing substance use and/or mental health services will have access to my records to the extent it is required to effectively perform their jobs.

By signing below, I understand SCMHADP will know I am enrolled, or may have been enrolled, in substance abuse treatment services. We provide this information to SCMHADP for reimbursement purposes. SCMHADP are bound by federal and state confidentiality laws. They will not have access to my substance abuse treatment progress notes or other information related to my care and treatment, and my substance abuse treatment provider will not have access to my mental health treatment progress notes, except where otherwise required or permitted by law.

I must specifically authorize access to this information.

My alcohol and/or drug treatment records are protected by federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I may revoke this consent at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires **one year** after the above information being initially shared with SCMHADP or on the following date: _____.

Client/Guardian Signature: _____

Print Name: _____

Date: _____

NTP Provider Service Summary Budget

Comprehensive Facility		Comprehensive Facility	
County:	Shasta	County:	Butte
Provider:	Aegis Treatment Center, LLC	Provider:	Aegis Treatment Center, LLC
Medi-Cal Provider #:	45HU	Medi-Cal Provider #:	498
Provider #:	454661	Provider #:	40499
NPI#:	1760922207	NPI#:	1497817183
Taxonomy:	261QM2800X	Taxonomy:	261QM2800X
Services Provided:	Daily Dose – Methadone and Individual Counseling	Services Provided:	Daily Dose – Methadone and Individual Counseling

Unit of Service Rate	Provider Rate*		
	FY 2019-20 300 slots	FY 2020-21 300 slots	FY 2021-22 300 Slots
Daily Dose – Methadone Non-Perinatal	\$13.93	\$13.93	\$13.93
Daily Dose – Methadone Perinatal	\$15.00	\$15.00	\$15.00
Individual Counseling @ 10 minutes Non-Perinatal	\$15.74	\$15.74	\$15.74
Individual Counseling @ 10 minutes Perinatal	\$23.39	\$23.39	\$23.39
Group Counseling @ 10 minutes Non-Perinatal	\$3.36	\$3.36	\$3.36
Group Counseling @ 10 minutes Perinatal	\$5.37	\$5.37	\$5.37
Proposed Number of Units of Service	Regular		
	FY 2019-20	FY 2020-21	FY 2021-22
Daily Dose – Methadone	54,750	54,750	54,750
Individual Counseling @ 10 minutes	36,000	36,000	36,000
Group Counseling @ 10 minutes	0	0	0
Total Proposed Budget†	Regular		
	FY 2019-20	FY 2020-21	FY 2021-22
Daily Dose – Methadone	\$720,509	\$720,509	\$720,509
Individual Counseling @ 10 minutes	\$555,156	\$555,156	\$555,156
Group Counseling @ 10 minutes	0	0	0
PROJECTION TOTALS	\$1,275,665	\$1,275,665	\$1,275,665

The Department of Health Care Services Drug Medi-Cal Rates are adjusted during the year. The rates noted in this agreement are subject to change, and Provider shall be paid at the adjusted interim rates up to the agreement's maximum amount, without amendment to this agreement.

† Assumes 5 percent Perinatal

Monitoring Checklist for NTP Provider

Program	Yes	No	Improvement needed
1. Is the program currently licensed and certified with the State Department of Alcohol and Drug Programs?			
2. Did this program assist beneficiaries in completing treatment plans utilizing the results of the ASI and client input?			
3. Did 50% of all discharged Behavioral Health beneficiaries successfully complete treatment?			
4. Did 75% of beneficiaries meet aftercare goals for three months?			
5. Have 50% of beneficiaries who have successfully completed treatment either gained employment, enrolled in an educational program, and/or involved in community service?			
6. Did this program call/contact BCDBH/probation if beneficiaries left treatment or were found to be under the influence of drugs and/or alcohol?			
7. Are agreed upon staffing levels maintained at all times?			
8. Are client satisfaction forms being completed, and reported in aggregate every 6 months?			
9. At discharge, did this agency contact Behavioral Health with ongoing recommendations for treatment and a discharge plan?			
10. Was a written treatment plan completed within the first ten days of treatment, and reviewed every 14 days?			
11. Was the contract agreed upon treatment activities, including group, individual, and case management delivered?			
12. Are status reports provided as requested for ongoing treatment and court compliance?			
13. Are all treatment groups provided at the residential certified site?			
14. Do the staff treatment counselors meet the contract agreed upon experience/certification requirements (2 years' experience & certified AOD counselor for day/evening shifts; 1 year experience & working toward certification for overnight [after 9 PM] staff)?			
Fiscal			
15. Is the year-end Performance Report submitted in complete form within 60 days after the close of the fiscal year?			
16. Are budgets and Performance Reports submitted as needed?			
17. Are billings submitted on a monthly basis for current Behavioral Health client caseloads with billing source identified and client treatment days listed on monthly roster?			
18. Are management staff attending meetings with BCDBH staff as needed to discuss fiscal and treatment issues?			
Comments:			

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Aegis Treatment Center, LLC

Name of Provider

Alex Dodd

Printed Name of Person Signing for Provider

17-94105

Contract / Grant Number

Signature of Person Signing for Provider

Date

President / CEO

Title

Department of Health Care Services - Special Terms and Conditions

Exhibit D(F)

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> 1. contract <input type="checkbox"/> 2. grant <input type="checkbox"/> 3. cooperative agreement <input type="checkbox"/> 4. loan <input type="checkbox"/> 5. loan guarantee <input type="checkbox"/> 6. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter date of last report.	
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, If known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description: CDFA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only				Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

Department of Health Care Services - Special Terms and Conditions

Exhibit D(F)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046 Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DEPARTMENT OF HEALTH CARE SERVICES AUDIT APPEALS PROCESS

The Office of Administrative Hearings and Appeals (OAHA), provides an audit appeal process for the DHCS. This is the process used to appeal financial findings that involve Drug Medi-Cal (DMC) funds or both DMC and non-DMC funds.

An appeal may be filed with OAHA if a county or a direct service provider disagrees with any financial audit finding.

If an appeal is filed with OAHA, an informal review will be scheduled by OAHA to resolve the facts and issues in dispute. The results of the informal review will be provided to both Parties in the form of a written Report of Findings and will be considered as final unless a request for a formal hearing is filed with OAHA.

In formal hearings conducted by OAHA, a hearing officer will consider all pertinent legal issues through oral and written testimony of the Parties. Subsequently, a proposed decision by the hearing officer will be issued for consideration and approval of the Director of DHCS.

The following process is required to initiate an appeal process:

1. A written notice of disagreement must be received by the Department within 60 calendar days from the day you receive this letter. A copy of this notice should be sent to:

United States Postal Service (USPS)

Assistant Chief Counsel
Department of Health Care Services
Office of Legal Services
MS 0010
PO Box 997413
Sacramento, CA 95899

Courier (UPS, FedEx, etc.)

Assistant Chief Counsel
Department of Health Care Services
Office of Legal Services
MS 0010
1501 Capitol Avenue, Suite 71.5001
Sacramento, CA 95814
(916) 440-7700

2. The notice (referred to as a Statement of Disputed Issues) need not be formal, but it must be specific as to the issues in dispute, stating the specific grounds upon which objection to the specific item is based, and the estimated amount each issue involves.
3. The notice may incorporate by reference or paraphrase written disputes submitted to the county by a subrecipient/provider audited by DHCS. If incorporated by reference, a copy of the subrecipient/provider's written disputes should be attached.
4. The notice must be signed by an individual with the authority to represent the county or direct service provider, and the mailing address of that individual must be identified.
5. The Audit Appeals Coordinator will be responsible for further arrangements after receipt of the request.
6. A written Notice of Hearing of the time and place of the appeal proceedings will be mailed to each Party at least 30 calendar days before the date of these proceedings.

Attestation Regarding Federally Funded Programs

In accordance with the Replacement Narcotic Therapy Services Agreement's Section 36 (PROVIDER'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of Aegis Treatment Centers, LLC., (hereinafter "Provider") that all of its officers, employees, agents and/or subcontractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify Director immediately, in writing of:

- Any event that would require Provider or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Provider, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name and Title of authorized official Alex Dodd, President and CEO

Signature of authorized official _____ Date _____

Dosing Record

Elig County		SFC	20	26	Grand Total	
Butte (4)	Reg Pt		29	17	\$261.29	\$641.48
Total			29	17	\$261.29	\$641.48

ClaimId	ClientId	Pt County Id	Admit	Disch	Member #	DOB	Sex	SFC	Svc StartDate	Svc EndDate	Units	Billed Amt	Delay Code	Counselor
3393698	3603		11/01/13		97277562c	12/24/84	F	20	07/01/17	07/03/17	3	\$39.33		
3393699	3603		11/01/13		97277562c	12/24/84	F	20	07/05/17	07/14/17	10	\$131.10		
3393700	3603		11/01/13		97277562c	12/24/84	F	20	07/16/17	07/31/17	16	\$209.76		
3395017	3603		11/01/13		97277562c	12/24/84	F	26	07/07/17	07/07/17	2	\$30.74		Morton, Charlie
3395231	3603		11/01/13		97277562c	12/24/84	F	26	07/11/17	07/11/17	1	\$15.37		Allison, Cassandra
3395643	3603		11/01/13		97277562c	12/24/84	F	26	07/17/17	07/17/17	1	\$15.37		Allison, Cassandra
3395900	3603		11/01/13		97277562c	12/24/84	F	26	07/20/17	07/20/17	2	\$30.74		Allison, Cassandra
3396107	3603		11/01/13		97277562c	12/24/84	F	26	07/24/17	07/24/17	1	\$15.37		Allison, Cassandra
3396295	3603		11/01/13		97277562c	12/24/84	F	26	07/26/17	07/26/17	3	\$46.11		Borham, Melissa
3396387	3603		11/01/13		97277562c	12/24/84	F	26	07/27/17	07/27/17	5	\$76.85		Allison, Cassandra
3396471					97277562c	12/24/84	F	26	07/28/17	07/28/17	2	\$30.74		Russ, Michael

Elig County		SFC	20	26	Grand Total	
Butte (4)	Reg Pt		28	15	\$230.55	\$597.63
Total			28	15	\$230.55	\$597.63

ClaimId	ClientId	Pt County Id	Admit	Disch	Member #	DOB	Sex	SFC	Svc StartDate	Svc EndDate	Units	Billed Amt	Delay Code	Counselor
3393680	3471		05/10/13		94367197a	08/24/89	F	20	07/01/17	07/07/17	7	\$91.77		
3393681	3471		05/10/13		94367197a	08/24/89	F	20	07/11/17	07/31/17	21	\$275.31		
3395235	3471		05/10/13		94367197a	08/24/89	F	26	07/11/17	07/11/17	6	\$92.22		Long, Tesi
3395744	3471		05/10/13		94367197a	08/24/89	F	26	07/18/17	07/18/17	4	\$61.48		Long, Tesi
3396235			0/13		94367197a	08/24/89	F	26	07/25/17	07/25/17	5	\$76.85		Long, Tesi

Elig County		SFC	20	26	Grand Total	
Butte (4)	Reg Pt		31	12	\$184.44	\$590.85
Total			31	12	\$184.44	\$590.85

ADDENDUM TO CONTRACT/AGREEMENT
(HIPAA Business Associate Agreement and Qualified Service Organization Agreement)
(Revised 5/24/19)

This Addendum is attached to, and incorporated into the **agreement** entitled Personal Services Agreement between the County of Shasta and Aegis Treatment Centers, LLC. dated _____.

Definitions.

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility who primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any

patient records from the part 2 program, it is fully bound by the regulations in this part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, within five business days, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. Report shall include at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and, (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than fifteen business days from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.

- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.
- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164,

comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

Qualified Service Organization Agreement

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

Qualified Service Organization Shall:

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
 - (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to

those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

Miscellaneous

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.
- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

You may request a copy of the State of California, Department of Health Services, Agreement No. 17-94105, Exhibit F, Attachment I – Social Security Administration Agreement, by calling HHSA Adult Services Branch at (530) 225-5900.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

California Mental Health Services Authority Participation Agreement for State Hospitals Program

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

Take the following actions: (1) Approve and authorize the Chairman to sign an evergreen agreement with the California Mental Health Services Authority (CalMHSA), to procure state hospital beds with no stated maximum compensation, in the amount of \$1,402 per bed procurement, which includes CalMHSA administrative charges, authorizing CalMHSA to contract for state hospital beds on behalf of Shasta County for the period July 1, 2019 through June 30, 2020, with automatic one-year renewals thereafter; and (2) approve and authorize the Director of the Health and Human Services Agency (HHSA), or any HHSA Branch Director designated by the HHSA Director, to approve total bed procurement payments in an amount not to exceed \$14,020 for a ten-year period and to sign prospective and retroactive amendments to the agreement that do not otherwise result in a substantial or functional change to the intent of the original agreement and do not increase or extend the \$14,020 ten-year limitation, as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

The proposed agreement will allow Shasta County to participate in the State Hospital Program (SHP) through the California Mental Health Services Authority (CalMHSA) to contract for State Hospital beds on behalf of the County on an as needed basis.

DISCUSSION

CalMHSA is authorized by its Joint Exercise of Powers Act (JEPA), approved by the Board on January 3, 2012, to act on behalf of member counties in the development and funding of mental health services including the provision of necessary administrative services. Shasta County, as a JEPA participant, would like to continue to authorize CalMHSA to negotiate and contract with the State Department of State Hospitals (DSH) for use of such facilities on our behalf, and to explore and potentially implement related, alternative, and/or replacement services (State Hospital Program; SHP).

This agreement will allow Shasta County to participate in the SHP, acting through CalMHSA, to partner with DSH for access and bed use of state hospital bed resources, while participating in such activities as analysis of cost containment strategies that create efficiency in the purchase of state hospital beds and establishment of standardization and consistency in services

ensuring quality and levels of patient care. Through this agreement, CalMHSA will receive an annual administrative fee payable when the County utilizes State hospital beds in any given fiscal year. If the County does not procure a bed in any given fiscal year, a minimum charge to defray indirect costs will be paid to CalMHSA in order to sustain the program. The amount will be determined upon completion of an assessment of participant’s state hospital bed procurement history.

State hospitals provide comprehensive integrated physical and mental health treatment to patients whom Shasta County psychiatrists and clinicians have assessed to need this level of care. This is the highest level of treatment and is reserved for only those patients for whom a lower level of care is not appropriate. The Health and Human Services Agency makes every effort to find placement for patients in private facilities which are lower levels of care and less expensive than the state hospitals, when appropriate.

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

Commencing with Fiscal Year (FY) 2019-20, the annual fee shall be \$1,402 per bed per FY, which includes administrative charges. There is no stated maximum compensation amount in the agreement. However, the department has historically used at least one state hospital bed per year. Based on this, the department estimates spending no more than \$14,020 over the next 10 years. The department will return to the Board to request additional spending authority prior to exceeding the requested maximum compensation amount. The Adopted Mental Health Budget for FY 2019-20 includes sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	9/10/2019	Agreement

Agreement No. 457-2019-SHP

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Shasta County ("Participant") desires to participate in the Program identified below.

Name of Program: State Hospitals Program

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, this Participation Agreement, and by the MOU through which non-Members participate. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- | | | |
|-------------------------------------|-----------|---|
| <input checked="" type="checkbox"/> | Exhibit A | General Program Description |
| <input checked="" type="checkbox"/> | Exhibit B | Scope of Services |
| <input checked="" type="checkbox"/> | Exhibit C | Terms and Conditions |
| <input checked="" type="checkbox"/> | Exhibit D | Budget Detail and Payment Provisions |
| <input type="checkbox"/> | Exhibit E | Special Terms and Conditions (optional) |

3. The term of the Program is 7/1/2019 through 6/30/2020.

4. Authorized Signatures:

CalMHSA

Signed: _____

Name (Printed): John E. Chaquica, CPA, MBA, ARM

Title: Chief Operating Officer

Date: _____

Participant: SHASTA COUNTY

Signed: _____

Name (Printed): Leonard Moty

Title: 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
SHASTA COUNTY COUNSEL

Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: James Johnson
Risk Management Analyst

State Hospital Bed Program - Participation Agreement – Cover Sheet

PARTICIPATION AGREEMENT
Exhibit A – General Program Description

I. Recitals

Government Code section 6500 *et seq.* allows California public entities to form separate entities to exercise powers held by its members. California Counties have under the authority of the Government Code formed the California Mental Health Services Authority (CalMHSA). CalMHSA is authorized by its Joint Exercise of Powers Act to jointly develop, and fund mental health services under, among other things, Division 5 of the California Welfare and Institutions Code, including the provision of necessary administrative services.

Sections 4330 through 4335 of the Welfare and Institutions Code provide for Counties, including Counties acting jointly, to contract with the State Department of State Hospitals for use of State Hospital facilities for their civil commitments under Division 5 of the California Welfare and Institutions Code. Certain members of CalMHSA desire to authorize CalMHSA to jointly negotiate and contract with the State Department of State Hospitals for use of such facilities on their behalf, and to explore and potentially implement related, alternative, or replacement services

Based on the foregoing, the parties do hereby enter into this Participation Agreement for the CalMHSA State Hospitals Program to authorize CalMHSA to contract for State Hospital beds on behalf of Program Participants and to evaluate and implement collaborative opportunities in the development of programs for special populations requiring secure 24-hour treatment services (i.e., IMD, court commitments, acute treatment, incompetent to stand trial, etc.

II. Name of Program

The CalMHSA State Hospitals Program (SHP).

III. Program Goals

- A. **CONTRACTING:** In accordance with Welfare and Institutions Code section 4330 *et seq.*, Participants will come together to act jointly through CalMHSA in contracting with the California Department of State Hospitals (DSH) for access and use of state hospital bed resources, and to ensure compliance by DSH with all applicable requirements and provisions of CalMHSA's contract with DSH.
- B. **FISCAL:** Work closely with DSH in the analysis of cost containment strategies that create efficiency in the purchasing of state hospital beds and overall cost.
- C. **QUALITY OF CARE:** Work collaboratively with the DSH in establishing "standardization of services" and consistency in services provided to ensure the quality and levels of patient care needed by counties.

- D. ALTERNATIVE OPTIONS FOR SERVICES: Work collectively across counties in the identification and determination of the feasibility of utilizing alternatives to state hospital resources, and facilitate implementation of such alternatives if so directed by Participants.
- E. OTHER OPPORTUNITIES: Evaluate collaborative opportunities in the development of programs for special populations requiring secure 24 hour treatment services (i.e., IMD, court commitments, acute treatment, incompetent to stand trial, etc.).
- F. OTHER: As defined by participants

IV. Program Outcomes

As directed by Participants, CalMHSA will collectively work in achieving efficiencies as a single administrative body engaging in a single negotiation of terms and rates for bed utilization, establish quality assurance standards and procedures, review shared financial analysis, and explore and facilitate opportunities and alternatives.

A. CONTRACTING:

1. Develop new contract terms that address all critical responsibilities, establish performance standards, protect counties from improper inflation of rates, clearly denote bed classification and processes, and require the state to indemnify counties for liability due to the state's negligent acts.
2. Provide counties the ability to audit DSH costs, appeal DSH decisions, and pursue recourse for unfair dealings by DSH.
3. Develop fair and accurate rates.
4. Enable counties to have more control over realignment funds owed to them. (WIC Section Code 17601)
5. Maximize flexibility of bed utilization.

B. FISCAL:

1. Create a baseline to use as a projection of bed use by county and type of bed.
2. Create and maintain an actual cost reimbursement structure. (WIC Section Code 4330)
3. Ensure accuracy of costs charged based on actual use by county and for each bed type.
4. Create a fair and established process for assigning beds.
5. Stabilize and flat line individual county costs.
6. Facilitate an efficient and timely process for invoicing Participants.
7. Develop a process for county notification and reconciliation of federal reimbursement for services (Medicare).
8. Begin establishment of a database in order to efficiently evaluate DSH and state hospital services and contract compliance, as well as to evaluate alternatives.
9. Use database to enhance bed rate efficiency by bed type.

C. QUALITY OF CARE SERVICES:

1. Create a baseline for performance measurements and review for compliance.

2. Provide for regular audits/reviews of performance activity of the counties and Hospitals to ensure expectations are being met.
3. Enhance patient care.
4. Reduce bed use and/or length of stay, leading to less cost.
5. Allow CalMHSA to research options for patient services not provided.
6. Ensure standardization across the board and creation of a system to measure against.
7. Track services not provided but needed by counties.
8. Allow counties to be more informed and better served, and for DSH to be more informed, resulting in better service to counties. Enhance processes and outcomes.

D. ALTERNATIVES:

1. Determine what services are needed but not provided by DSH.
2. Evaluate alternative treatment providers.
3. Evaluate alternative treatment resources, allowing counties greater control.
4. Evaluate alternative sites
5. Facilitate alternatives as directed by Participants

E. OTHER OPPORTUNITIES:

1. Develop a list of challenges in the area of care where a collective solution (two or more counties, regionally, or statewide) could benefit the members.

PARTICIPATION AGREEMENT

Exhibit B – Scope of Services

I. RELATIONSHIP OF THE PARTIES

Sections 4330 through 4335 of the Welfare and Institutions Code (WIC) require counties to contract with DSH to reimburse DSH for use of state hospital beds/services provided pursuant to Part 1 (commencing with Section 5000) of Division 5 of the WIC. Sections 4330 through 4335 of WIC provide for counties to contract in combination with other counties.

The purpose of this Participation Agreement is to grant CalMHSA the authority to contract with DSH for state hospital bed utilization on behalf of Participants, and to define roles and responsibilities between CalMHSA and Participants in the context of an MOU between CalMHSA and DSH.

Demonstrate and provide proof of authorization to enter into this Agreement on behalf of Participant, consisting of a resolution of Participant's Board authorizing such signature, proof of delegated authority to execute contracts of a class that includes this Participation Agreement, or other comparable authority.

II. GOVERNANCE

- A. Per CalMHSA Bylaws, CalMHSA members have the authority to create a Program such as the SHP, while participants in the SHP govern its operation through adoption and execution of this Participation Agreement and by voting on Program items.
- B. Participants may determine the need for an oversight committee for this program.

III. GENERAL RESPONSIBILITIES OF PARTIES

A. Responsibilities of CalMHSA

- 1. Comply with applicable laws, regulations, guidelines, CalMHSA's Joint Powers Agreement, Bylaws, this Participation Agreement, and the Program Bylaws.
- 2. Use best efforts to obtain an appropriate placement for Participants' patients in a state hospital.
- 3. Facilitate coordination of treatment and case management by DSH and Participant as to each of Participant's patients.
- 4. Provide dedicated administrative staff as necessary to perform under this Agreement.
- 5. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
- 6. Provide regular fiscal and operational reports to Participants and any other public agencies with a right to such reports.
- 7. Develop allocation model for allocation of beds, funds and expenses among Participants.
- 8. Facilitate operation of Participant focus groups, training, bed triage process, and dispute resolution process.

B. Responsibilities of Participant

1. Compliance with applicable laws, regulations, guidelines, contractual agreements, joint powers agreements and bylaws.
2. Designate CalMHSA as Participant's agent in contracting with DSH for purchase of beds at State Hospitals on behalf of Participant pursuant to WIC 4330 through 4335.
3. Provide input and feedback as necessary to accomplish the purposes of the Program.
4. Timely and complete submission of information in response to requests.
5. Acknowledgement that certain funds contributed by the Participant will be aggregated with the funds of other Participants in the Program, and jointly used to meet the objectives of the Program, pursuant to the allocation formula adopted. Acknowledge that Program expenses will include a proportionate share of CalMHSA's administrative expenses and management costs.
6. Agree to pay for services provided by or through CalMHSA, including administrative and management costs, upon adoption and approval by the Participants of a Program budget.

III. SERVICES TO BE CONTRACTED WITH DEPARTMENT OF STATE HOSPITALS AS DETAILED IN THE MOU WITH DSH.

IV. BED USAGE

A. Contracting and Beds

Based on the contractual commitments made by Participants, through this agreement CalMHSA will contract (MOU) with DSH to provide, within the state hospitals, specific numbers of beds dedicated to the care of those patients referred by CalMHSA Participants, including those admitted pursuant to Section 1370.01 of the Penal Code and Murphy Conservatorships (WIC § 5008(h)(1)(B)) (i.e., Participants' patients).

B. Participant's Financial Commitment

So that no Participant shall be obligated beyond its commitment, no one Participant's minimum obligation shall be reduced below the contract amount set forth in Exhibit B of the DSH MOU.

A Participant that has not committed to any state hospital bed/years shall be financially responsible for its use of state hospital resources resulting from, but not limited to, the conversion of Penal Code commitments to Murphy Conservatorships (WIC § 5008(h)(1)(8)).

PARTICIPATION AGREEMENT
Exhibit C - General Terms and Conditions

I. Duration and Term

- A. The term of the Program is as shown on the Cover Sheet, with annual renewals thereafter, with no change to the annual funding amounts, unless mutually agreed upon by both parties via an Amendment to this Participation Agreement.
- B. Any Participant may withdraw from the Program upon six months written notice. Notice shall be deemed served on the date of mailing.
- C. The majority of the Participants may vote to expel a Participant from the Program for cause. Cause shall be defined as any breach of this Participation Agreement, any misrepresentation, or fraud on the part of any Participant.

II. Withdrawal, Cancellation and Termination

- A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- B. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed and apportioned among the Participants in proportion to their contributions.

III. Fiscal Provisions

- A. Funding required from the Participants will not exceed the amount stated in Exhibit D.
- B. Participants will share in the costs of planning, administration and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit D.
- C. Participants who during any one year do not procure beds shall pay a minimum charge to defray indirect costs to sustain the Program.

PARTICIPATION AGREEMENT

EXHIBIT D - BUDGET DETAIL AND PAYMENT PROVISIONS

STATE HOSPITAL BED PURCHASE AND USAGE

I. CONTRACT AMOUNT AND PAYMENT PROVISIONS

The amount payable by Participant to CalMHSA concerning this Agreement shall be \$1,402 per bed, per fiscal year, unless the county does not procure any beds, commencing FY 2019-20. If Participant does not currently procure state hospital beds, there is no amount due, until such time a bed is procured. The annual rate will commence in the fiscal year that a bed is procured. The amount for operations does not include the financial obligation of the Participant for actual bed use. The amount reflected here was computed based on the information contained in the Exhibit B of the DSH MOU. The amount represents the application of the State Hospital Rates for the Fiscal Year as published by DSH, which by this reference is made a part hereof, to Participant's contracted beds. In addition, this amount includes an administrative charge assessed on the number of contracted beds listed in Exhibit B of the DSH MOU, based the SHSP administrative budget adopted for the fiscal year by the Participants.

Participants who currently do not regularly (each year) versus sporadically procure beds shall be responsible for a minimum charge for indirect costs to sustain the Program. Amount to be determined upon completion of an assessment of participant's state hospital bed procurement history.

II. BUDGET CONTINGENCIES

This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner. If statutory or regulatory changes occur during the term of this Agreement, both parties may renegotiate the terms of the Agreement affected by the statutory or regulatory changes.

This Agreement may be amended only in writing upon mutual consent of the parties. A duly authorized representative of each party shall execute such amendments.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019
CATEGORY: Consent - Health and Human Services-8.
SUBJECT:

Agreement with Psynergy Programs, Inc. for Specialty Mental Health Treatment 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 retroactive renewal agreement with Psynergy Programs, Inc., in an amount not to exceed \$1,500,000 to provide residential mental health treatment services for the period July 1, 2019 through June 30, 2022.

SUMMARY

The proposed agreement will allow Psynergy Programs, Inc. (Psynergy) to continue to provide another residential treatment program option for Shasta County clients with serious mental illness. Psynergy is an Adult Residential Facility offering residential board and care, intensive specialty mental health treatment services, and life skills training to assist individuals in Institutions of Mental Disease (IMD’s) and other highly restrictive environments, to transition to a less restrictive and less costly level of care.

DISCUSSION

This proposed agreement will allow Psynergy to offer adult residential board and care and specialty mental health treatment services, allowing certain Shasta County clients with serious mental illness currently placed by Shasta County in an IMD or like facility, to be placed at Psynergy as a “step down” alternative to a less restrictive community based setting specific to individual needs. Under the terms of this agreement, Psynergy provides 24-hour residential services to Shasta County clients. In addition to residential care, services at Psynergy include intensive specialty mental health treatment services, recreational and social activities, as well as life skills training to help clients gain the skills and abilities necessary to stay out of a locked setting, such as an IMD, offering numerous advantages to the individual mental health client and to the County. Placing residents in facilities such as Psynergy represents a significant cost savings over placement in a state hospital or IMD. Services are provided in collaboration with Health and Human Services Agency Adult Services staff with the goal of achieving successful outcomes, resulting in coordination of client discharge back to the local community and a more independent, lower level of care.

The maximum compensation level of the agreement is based upon the projected usage. Statute requires clients be placed in the least restrictive environment possible, and having access to a lower level of residential placement with these services

available provides a reasonable solution to meet statutory requirements and treatment needs for the clients.

The proposed agreement will authorize the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, to approve rate changes, both retroactive and prospective, provided that the rate increase shall not increase the maximum amount payable under this 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.

FISCAL IMPACT

The maximum amount payable under the proposed agreement for Psynergy is \$1,500,000 during the entire term of the agreement. Costs are on a fee-for-service basis and only incurred when a Shasta County client receives services at Psynergy. There is sufficient budget authority in the Mental Health (BU 410) FY 2019-20 Recommended Budget. Specialty Mental Health services are financed through Medi-Cal and other third party payers.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	9/20/2019	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
PSYNERGY PROGRAMS, INC.**

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 Psynergy Programs, Inc., a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the provision of adult residential and specialty mental health services.

Section 1. DEFINITIONS.

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

- A. **Beneficiary** means a Client with Medi-Cal benefits.
- B. **Client** means an individual determined to need specialty mental health services.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

A. Pursuant to the terms and conditions of this agreement, Contractor shall:

- (1) Provide adult residential program and specialty mental health services as set forth in **EXHIBIT A, SCOPE OF WORK**, attached and incorporated herein.
- (2) Provide specialty mental health services, as defined in the California Code of Regulations ("CCR"), Title 9, Chapter 11, to Medi-Cal eligible Beneficiaries, with or without private insurance, who meet the criteria established in, and in accordance with, the Shasta County Managed Care Mental Health Plan ("MHP"). For the purposes of this agreement, the MHP is the contract between the State of California Department of Health Care Services ("DHCS") and the County to provide mental health managed care services to Medi-Cal Beneficiaries. The MHP is available at: https://www.co.shasta.ca.us/docs/libraries/hhsa-docs/professionals/3shasta-mental-health-plan-contract.pdf?sfvrsn=3aabe789_2. Contractor shall check the website for updates regularly to ensure Contractor has current approved MHP. Should Contractor be unable to access the electronic version of the MHP, County will provide Contractor with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and the MHP, the MHP shall govern.
- (3) Comply with licensing requirements as set forth in CCR, Title 22, and maintain license continuously during the term of this agreement.
- (4) Provide specialty mental health services to Clients in accordance with levels of care as set forth in **EXHIBIT B, FEE SCHEDULE**, attached and incorporated herein. Determination of levels of care for each Client shall be made by County in consultation with Contractor. County shall make the final determination.
- (5) Prior to admission to any of Contractor's residential Facilities, perform an assessment of Client's complexity level in accordance with the Diagnostic Statistical Manual for Mental Disorders ("DSM V") utilizing the **Psynergy Programs Levels of Service Evaluation, EXHIBIT C**, attached and incorporated herein.

- (6) Prior to admission to Contractor's Residential Care Facility for the Elderly ("RCFE"), complete a written Needs and Services Plan ("Plan") pursuant to all requirements set forth in CCR, Title 22, section 87457.
- (7) Utilize **EXHIBIT C** to reassess residential Client's complexity level every six months after admission, or more often when there's a significant change in the Client's level of functioning.
- (8) Update Client Plans, as frequently as necessary, pursuant to all requirements set forth in CCR, Title 22, section 87463 to ensure the accuracy of each Plan, and to document significant occurrences that result in changes in each Client's physical, mental, and/or social functioning.
- (9) Ensure Clients admitted to Contractor's Facilities, either personally or through an authorized representative, enter into an admission agreement and shall be subject to the terms and conditions of Contractor's client admission and discharge criteria. All admissions agreements must be signed by the County's Health and Human Services Agency ("HHS") Director, or his or her designee, including authorization to pay for services.
- (10) Upon placement, ensure all Beneficiaries referred by County have a comprehensive initial assessment and treatment Plan developed, and are provided with crisis intervention services as needed. (CCR, Title 22, section 85068.2) Contractor shall submit initial assessment, treatment Plan, and **Treatment Authorization Request ("TAR")**, attached and incorporated herein as **EXHIBIT D**, to County's Managed Care Unit within 45 calendar days of placement.
- (11) For all specialty mental health services provided to Beneficiaries, receive written treatment authorization from County's Managed Care Unit prior to delivering these services other than assessment, Plan development, and crisis intervention. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- (12) Perform a comprehensive assessment, treatment Plan, and TAR annually and submit the completed documents to the County's Managed Care Unit 15 to 30 days prior to the expiration of the current treatment authorization period. Mental Health Treatment Services provided without prior written authorization shall be the responsibility of the Contractor and shall not be reimbursed by or compensated for by County.
- (13) Provide staffing at Contractor's Facilities 24-hours per day, 7 days per week. Contractor's staff shall be maintained at levels as defined by applicable law and regulations.
- (14) Maintain bathroom fixtures, floor coverings, décor and furnishings at Facilities. Bathroom fixtures, floor coverings, décor and furnishings at Facilities shall be clean, in good repair, and free of rips, stains, and hazards.
- (15) Participate in meetings with County, as may be called by County, to review the status of care provided to Client and compliance with Client Service Plan.
- (16) Upon request, make in-house documentation of Clients available for review by County.

- (17) Allow County reasonable access to: (1) all areas of Contractor's Facilities wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time; and (2) such data as will allow for the meaningful evaluation and monitoring of quality of care by County.
 - (18) Provide copies of any reports prepared by State agencies or licensing bodies regarding Contractor's Facilities or quality of care provided at Contractor's Facilities, including any notations of deficiencies.
 - (19) Submit quarterly status reports, attached and incorporated herein as **EXHIBIT E, QUARTERLY REPORT**, to County during the term of this agreement for contract activities related to Clients placed in the RCFE Facility. For purposes of this agreement, quarterly shall mean no later than 20 days after the end of each calendar quarter (i.e., January 20, April 20, July 20, and October 20) during the time this agreement is in effect.
 - (20) Cooperate with County when County is working to exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.
 - (21) Upon receiving notice from County of any identified deficiencies and/or performance concerns, Contractor is obligated to respond to these concerns to the satisfaction of County which, at the sole discretion of County, may include provision of a corrective action plan.
 - (22) Agree to maintain and preserve, until ten years after termination of the MHP and final payment from DHCS to County, to permit DHCS or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. This Section 2.A.(22) shall survive the termination, expiration, or cancellation of this agreement.
- B. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."
- C. Acknowledge the funding source of all activities undertaken pursuant to this agreement including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Health Care Services."

Section 3. RESPONSIBILITIES OF COUNTY.

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

A. Compensate Contractor as prescribed in sections 4 and 5 of this agreement.

B. Admissions.

1. Refer Clients to Contractor's Facilities and sign admission agreements, when appropriate.
2. Prior to admission, provide all benefit and insurance information.
3. Ensure Client has, upon admission, a minimum of two weeks of medication, physicians report, and Tuberculosis test results within six months of admission date.
4. Provide initial and most recent assessments with supporting documentation.
5. Provide transportation unless prior arrangements are made with Contractor.

C. From County's Managed Care Unit, provide notification of 60 day initial authorization for mental health services upon placement and, if deemed appropriate, TAR approvals within 14 calendar days of receipt.

D. Bill Clients according to their obligation to pay for the services prescribed in this agreement, as established and identified by County and third-party payers (e.g., Medi-Cal, Medicare, private insurance).

E. Discharges.

1. When possible/appropriate, provide Contractor with two weeks' notice of planned discharge.
2. Criteria for discharge may include and is not limited to documentation reflecting the following:
 - a. Completion of discharge criteria from treatment Plan.
 - b. Alleviation of all crisis and/or other symptoms.
 - c. Demonstrated ability to function in a less restrictive environment.
 - d. Demonstrated need for higher level of medical/psychiatric care.
 - e. Demonstrates an uncooperative attitude toward treatment and actively engages in counter-productive behavior.
 - f. Engages in demonstrated threats and/or other dangerous behavior toward others.
 - g. Commits property damage or theft.
 - h. Brings contraband articles and/or material onto Contractor's Facility site.
 - i. Engages in consumption of alcohol and/or illicit drugs while residing in Contractor's Facility.
 - j. Client becomes deceased.

F. Exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.

- G. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of the agreement and shall notify Contractor of any deficiencies and/or performance concerns.

Section 4. COMPENSATION.

- A. Contractor shall be paid for the services prescribed in this agreement at the rates specified in **EXHIBIT B**.
- B. In no event shall the maximum amount payable under this agreement exceed \$1,500,000 during the term of the agreement.
- 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 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. Payment to Contractor for days during a particular month when a Client is temporarily absent from one of Contractor's Facilities is limited to a total of seven days per month. Absence must be due to the need for acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in CCR, Title 9, section 663, and is allowable only when authorized in writing, and in advance, by the Director, or any Branch Director designated by the Director, when it is determined by County to be necessary for Client to return to the level of care furnished by Contractor, and when the following conditions are met:
 - (1) Absence is consistent with Client's service and treatment Plan;
 - (2) Absence is necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
 - (3) Absence is planned or anticipated; and
 - (4) The purpose for, and number of days of the absence are documented.Notwithstanding anything set forth in this Section, at County's discretion, additional days may be authorized by the Director, or any Branch Director designated by the Director.
- F. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Contractor shall submit to County's HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor which shall include: 1)

- Contractor's Facility/site name; 2) names of Clients and Client Identification Number with each Client's admission and/or discharge date; 3) number of days each Client is present in Facility; and 4) number of days Client is absent from Facility pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor's correct, and approved bill head or invoice. For purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.
- B. Contractor shall provide County with supporting documentation and an explanation of benefits ("EOB") when submitting Invoices for Beneficiaries with Medicare. If Contractor does not receive a response from Medicare within 90 days of billing to them, Contractor shall include that service in the next invoice to the County, providing the completed claim form as proof of billing. Contractor shall provide advance notice to County when submitting an invoice more than 90 days after the date services were rendered by Contractor.
 - C. 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 of 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.
 - D. Services billed to Medi-Cal for Contractor by County and subsequently denied for payment by Medi-Cal shall be the responsibility of Contractor and will be adjusted against future monthly statements of services rendered.
 - E. 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.
 - F. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of County, County shall be responsible for the audit exception. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of Contractor, Contractor shall be responsible for the audit exception.
 - G. This Section 5 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit approved payment to Contractor as prescribed herein and in Section 4.

Section 6. 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 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the Shasta County HHSA Director ("Director") or any HHSA Branch Director designated by the 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 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. 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 4.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 the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of 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 10. 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 11. 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 12. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$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 County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 13. 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. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the CCR).
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, gender identity, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Contractor shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Contractor and Contractor's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 section 6032.
- F. For all services, Contractor shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code ("WIC"); and the CCR, Title 9, Chapter 11.

- G. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the WIC, (commencing at section 5600 et seq.), Title 9 and Title 22 of the 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 Medi-Cal Specialty Mental Health 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) through (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. Contractor shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Contractor pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith Contractor shall execute **EXHIBIT F, CERTIFICATION REGARDING LOBBYING**, attached and incorporated herein.
- J. 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.
- K. 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).
- L. 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.

Section 15. 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 10 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 16. 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. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

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

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

If to Contractor: Psynergy Programs, Inc.
 18525 Sutter Blvd., Suite 200
 Morgan Hill, CA 95037
 Phone: (408) 497-9186
 Fax: (408) 465-8295
 Email: amuribe@psynergy.org

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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 23. 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 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to 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 26. CONFIDENTIALITY.

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

Section 27. CONFIDENTIALITY OF CLIENT/PATIENT INFORMATION.

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, WIC sections 827, 5328, 10850, and 14100.2; Health and Safety sections 11845.5 and 11812; CCR, Title 22, 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 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, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

Section 29. USE OF COUNTY PROPERTY.

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

Section 30. 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, 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 31. ANNUAL COST REPORT

- A. Contractor shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the DHCS and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Contractor's Cost Report and Financial Statement shall be subject to audit by appropriate county, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Contractor shall be settled in accordance with DHCS guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance ("CMA"). In the event the Cost Report settlement identifies an overpayment to Contractor, Contractor shall reimburse County the full overpayment amount. If Contractor fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Contractor under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Contractor under this agreement until the full overpayment has been recouped. If any amount of over-payment to Contractor remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Contractor shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.
- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

Section 32. PERSONNEL.

- A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the CCR, for the type of services prescribed in **EXHIBIT A**.
- B. Contractor shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

Section 33. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Contractor acknowledges the County's Program for Compliance with Federal Healthcare Programs ("Compliance Program") and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's Code of Conduct ("Code of Conduct"), attached and incorporated herein as **EXHIBIT G**. Should the aforementioned Code of Conduct be amended during the term of this agreement, Contractor shall comply with the Code of Conduct as amended and as provided to Contractor by County. "Covered Individuals" are defined as employees of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
- B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain [subject to review by County and/or Office of Inspector General ("OIG")] signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Contractor shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Contractor's program with prior approval of County's Compliance Officer, to its employees as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. 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.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consistent with the requirements of 42 CFR, Part 455.436 Contractor must confirm the identity and determine the exclusion status of all providers including but not limited to employees, network providers, subcontractors, any person with ownership or control interest, and agents or managing employees. Contractor shall verify prior to hire and

monthly to ensure all providers are not excluded from Medi-Cal, Medicaid and Medicare participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format, or another electronic format preapproved by County, to mceur@co.shasta.ca.us. Verification checking, at a minimum, shall include Contractor's use of the following three websites:

(1) Officer of Inspector General

http://oig.hhs.gov/exclusions/exclusions_list.asp

(2) Medi-Cal Suspended and Ineligible List

<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

(3) System for Award Management

<https://www.sam.gov/portal/SAM/#1>

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 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 11.

Section 35. APPLICATION OF OTHER AGREEMENTS.

Contractor and all of Contractor's officers, agents, employees, and volunteers, and any of Contractor's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Shasta County Managed Care Mental Health Plan agreement number 17-94616, between the County of Shasta and the California Department of Health Care Services. Furthermore, Contractor shall comply with all of their obligations pursuant to the following numbered provisions of the Shasta County Managed Care Mental Health Plan Exhibit D(F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of Exhibit D(F) that are deemed applicable.

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:
RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 9/16/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 09/16/19
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 9/19/19

Arturo Uribe
ARTURO URIBE
Chief Operating Officer/President
Chief Executive Officer

Tax I.D.#: On File

SCOPE OF WORK**Overview:**

Psynergy Programs offers Adult Residential Facilities (ARF), a Residential Care Facility for the Elderly (RCFE), and outpatient mental health clinics in close proximity. CONTRACTOR provides both residential services and mental health services to people with serious mental illnesses ages 18 and above. CONTRACTOR's programs are an alternative to locked settings such as a State Hospital, Psychiatric Hospital, an Institute for Mental Disease (IMD), a Psychiatric Health Facility (PHF) and Jail.

RESIDENTIAL SERVICES TO BE PROVIDED BY CONTRACTOR**Residential Services**

CONTRACTOR shall provide Residential Services at the following sites, which are used in a step-down manner from locked settings, with a high level of support and services offered at all four sites; Nueva Vista located at 18225 Hale Avenue, Morgan Hill, CA; Nueva Vista Sacramento located at 4604 Roosevelt Avenue, Sacramento, CA; Cielo Vista Greenfield located at 806 Elm Avenue, Greenfield, CA; and Vista De Robles located at 9847 Folsom Blvd, Sacramento, CA. CONTRACTOR shall provide an array of services that ensure Client safety and that help Clients meet their basic needs in the least restrictive home-like setting possible. (CCR, Title 22, sections 85075 and 85076-85079.)

Room and Board: CONTRACTOR shall provide Clients with clean, comfortable, functional, and non-institutional living quarters, as well as attractive living areas, which contribute to the improvement of their mental and physical health and functioning.

Basic Services: CONTRACTOR shall provide opportunities for Clients to learn and practice independent living skills and responsibilities, including group activities and classes, recreational and leisure activities, as well as opportunities to learn vocational skills. The primary goal is to assist residents in obtaining skills needed to move to a less restrictive, more independent setting.

Specifically, residential programs include the following:

- Orientation for each Client within three days of arrival.
- Attractive, clean and comfortable lodging.
- Three nutritious and well-balanced meals and three snacks daily.*
- Weekly, and as needed, cleaning of Client's room and bathroom. Daily cleaning is provided for all incontinent Clients.
- Recreational, leisure and social activities.
- Bed linens and towels.
- Conveniently located phone for incoming and local outgoing personal calls.
- Limited individual storage space consisting of a closet and small dresser in Client's room for Client's private use.
- Help with planning and arranging for transportation to local functions, churches and educational classes within a nearby radius.

EXHIBIT A

- Observation of Client's general health.
- Updating of Client's Needs and Services Plan as frequently as necessary to ensure the Plan's accuracy and to document significant occurrences that result in changes in the resident's physical, mental, emotional and/or social needs. (CCR Title 22, section 85068.3)
- Consultation, as needed, with Client's doctors about Client's general mental and physical health.
- Assistance, as needed, with obtaining linkage to medical care.
- Assistance, as needed, with taking prescribed medications in accordance with doctor's instructions, unless prohibited by law or regulation.
- Provision of all personal hygiene needs.
- Provision of over the counter medications at no cost to the Client or COUNTY.

*CONTRACTOR shall provide meals and snacks that address any special diets (i.e. diabetic, allergy sensitive), and including, but not limited to, vegetarian options.

Care and Supervision: CONTRACTOR shall provide adequate and highly competent, caring, and compassionate staff 24/7 in order to help prevent crisis situations or other disruptions in Client's lives that could lead to acute hospitalization or loss of housing. The CONTRACTOR'S goal is to keep Clients on track toward mental and physical health improvement. CONTRACTOR'S night supervisory staff shall be awake in compliance to CCR, Title 22, section 85065.6(d).

Daily Activities Program: CONTRACTOR shall provide a Daily Activities Program designed to help Clients improve their well-being and functioning. Program activities shall be available 7 days a week, featuring recreational and leisure activities. Program activities promote the development of personal interests and help residents to practice healthy lifestyles, social skills, positive coping strategies, accessing community resources and money management.

Recreational and Leisure Activities: CONTRACTOR shall provide daily recreational opportunities. Recreation is a vital aspect of maintaining a stable and healthy lifestyle. When appropriate, Clients are encouraged to participate in daily outings including, but not limited to, walks in the surrounding neighborhoods, bike rides, visits to local festivals, visits to the library and outings to local restaurants with the aim of enhancing self-esteem, building social skills and instilling optimism about the future.

Holistic Health: The philosophy of our program is that sound nutrition and other measures achieve good overall health and help to facilitate recovery and stability. CONTRACTOR shall provide weekly activities led by Contractor staff and topic experts, including, but not limited to:

- Nutrition - planning, procuring and preparing nutritious meals that contribute to overall health*
- Smoking Cessation
- Medication education

EXHIBIT A

- Safe sex and prevention of sexually transmitted diseases, including decision making and negotiating to achieve protected sex
- Diabetes awareness and management skills
- Healthy Habits, such as personal hygiene, use of sunscreen, good eating habits, weather-appropriate dressing

*Diabetic Clients and other Clients whose health can be enhanced by following special diets, will be assisted in special meal procurement and preparation.

Physical Fitness Program: Exercise contributes to the alleviation of stress, anxiety and depression, reduces the risks associated with cardiovascular disease and metabolic abnormalities, creates weight loss and promotes a healthy lifestyle. CONTRACTOR shall provide daily exercise groups and, when appropriate, a local gym membership. Program shall include assistance in accessing program services and providing supervision and training to promote physical fitness.

Vocational Readiness: A sense of purpose can contribute to stabilization and recovery. This program allows for Clients to attain paid employment or meaningful volunteer work. CONTRACTOR shall provide a variety of vocational opportunities to Clients as part of the Daily Activities Program. The types of job opportunities offered include administrative, janitorial, landscape maintenance, and meal service. Vocational readiness shall also include resume writing and interviewing skills.

Peer and Family Support: CONTRACTOR shall provide peer counseling and leadership opportunities, allowing Clients to take a proactive role within the facility, as well as in the lives of each other. This aspect of the program develops a sense of empowerment and leadership skills within Clients.

CONTRACTOR recognizes the importance of supportive family connections to Client recovery. CONTRACTOR shall provide family support and education to help family members develop their own coping and communication skills in order for them to better support their family member. Education and support will be provided through recreational activities, family support groups, and facilitating linkages with National Alliance on Mental Illness. Visiting hours for friends and family will be provided 7 days a week.

Linkage to Community Resources: CONTRACTOR shall provide linkage to community resources to help Clients who have just been discharged from locked settings integrate into the community, and for those who have progressed further in the recovery process and are working toward more independence. The ultimate goal for each Client is to move into the least restrictive living situation. CONTRACTOR shall help Clients to learn to access and utilize non-mental health services within the community including, but not limited to schools, colleges, and other institutions for education; vocational programs, public transit, medical and dental services; cultural organizations, churches and places of worship; and financial institutions and government agencies.

LEVELS OF TREATMENT COMPLEXITY

A daily patch rate will be determined based on a Client's level of treatment complexity as determined pursuant to Section 2.A.5. of this agreement. Levels of treatment complexity shall be consistent with the DSM V including severe, moderate, and mild complexities. Daily patch rates

EXHIBIT A

will be compatible with these terms as reflected in **EXHIBIT B**. When Client's complexity level is reassessed pursuant to Section 2.A.7. of this agreement, the daily patch rate, if indicated, will be adjusted accordingly.

**OLDER ADULT PROGRAM
RESIDENTIAL CARE FACILITY FOR THE ELDERLY (RCFE)**

CONTRACTOR shall provide an all-inclusive full service RCFE program at Nueva Espiranza located at 5240 Jackson Street, North Highlands, CA to adults 60+ years of age, or younger as needed, who have a serious and persistent mental illness with a co-occurring physical disorder that are at risk of losing their community placement due to an ongoing chronic co-existing physical impairment. (CCR, Title 22, sections 87464 and 87465)

CONTRACTOR'S all-inclusive program shall include, but not be limited to, 24-hour residential care, 24-hour nursing, onsite outpatient specialty mental health services (8-10 hours/month), intensive case management, and full activities of daily living ("ADL") support. When appropriate, CONTRACTOR will provide the setting for hospice care and end-of-life services in a dignified, safe, and supportive environment.

(1) Comprehensive Whole Health Management

CONTRACTOR shall provide medical and health support services not covered under traditional models, yet essential for persons to thrive in community settings including, but not limited to:

- a) 24 Hour nursing
- b) Onsite Geriatric Nurse Practitioner
- c) Services for medically fragile individuals
- d) Individual therapy
- e) Full ADL support
- f) Comprehensive psychiatric services
- g) Fulltime Occupational Therapist

Prior to accepting/when retaining a Client, CONTRACTOR shall assess the needs of the Client to ensure CONTRACTOR'S ability to comply with each specific requirement. CONTRACTOR may accept or retain Clients with the following health conditions provided all requirements of CCR, Title 22, Article 8 are met:

- Diabetes diagnosis requiring regular insulin-injections.
- Stage 1 or 2 dermal ulcers.
- Respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers and nebulizers.
- Individuals requiring colostomy/ileostomy care.
- Fecal impaction requiring digital removal, enemas, and/or suppositories.
- Indwelling urinary catheter requiring outpatient level catheter care.
- Wounds that are unhealed, surgically closed and expected to heal.
- Bowel and bladder incontinence.
- Non-ambulatory.

EXHIBIT B**FEE SCHEDULE**

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	Interim County Maximum Allowance Rate
Medi-Cal Billable Services	Outpatient Specialty Mental Health Services	15	Case Management	Minute	01	\$2.14
			MH Services	Minute	30	\$2.77
			MH Service Collateral	Minute	10	\$2.77
			Med Support	Minute	60	\$5.10
			Crisis Intervention	Minute	70	\$4.11

Contracted Services	Service Type	Mode	Service Description	With Benefits	Without Benefits	Unit of Service	County Maximum Allowance Rate
Non Medi-Cal Billable	Residential Program Services	60	Mild Complexity	X		Bed Day	\$74.12
			Moderate Complexity	X		Bed Day	\$105.88
			Severe Complexity	X		Bed Day	\$137.65
			Mild Complexity		X	Bed Day	\$116.87
			Moderate Complexity		X	Bed Day	\$148.63
			Severe Complexity		X	Bed Day	\$180.40

Program Rates for Nueva Esperanza RCFE		
Whole Person Care - Residential Program Services	Bed Day	\$200.00
Whole Person Care -- Unbenefited Residential Program Services	Bed Day	\$242.75

Transportation as provided by Contractor per **EXHIBIT A**, shall be billed and compensated at \$50 per hour in 15 minute increments plus mileage at then current IRS standard mileage rates.

Attachment A.1		Psynergy Programs Levels of Service Evaluation Form	
Diagnostic Impression (Must contain one of the following as a Primary DSM-5 diagnosis, which is the focus of intervention(s) being provided. (Check all that apply):			
<input type="checkbox"/> (3) Schizophrenia or other psychotic disorder <input type="checkbox"/> (3) Mood disorders: Severe w/ or w/out psychosis <input type="checkbox"/> (2) Mood disorders: Moderate or Mild <input type="checkbox"/> (3) Bipolar Disorder: Severe w/ or w/ out psychosis <input type="checkbox"/> (2) Bipolar Disorder: Moderate or Mild <input type="checkbox"/> (1) Adjustment Disorder <input type="checkbox"/> (1) Somatoform Disorder <input type="checkbox"/> (2) Eating Disorder w/ no hx of hospitalization(s) <input type="checkbox"/> (3) Eating Disorder w/ hx of hospitalization(s) <input type="checkbox"/> (2) Impulse Control Disorder <input type="checkbox"/> (1) Gender Identity Disorder <input type="checkbox"/> (2) Personality Disorder w/ significant impairment <input type="checkbox"/> (1) Paraphilias	<input type="checkbox"/> Axis III <input type="checkbox"/> (3) Restricted Health Care Plan <input type="checkbox"/> (2) Hx of Significant Medical Issue <input type="checkbox"/> (1) Controlled Medical Condition <input type="checkbox"/> (3) Anxiety Disorder <input type="checkbox"/> (2) Dissociative Disorder <input type="checkbox"/> (1) Factitious Disorder <input type="checkbox"/> (2) Medication Induced Movement Disorder <input type="checkbox"/> (2) Attention Deficit & Disruptive Disorder - SEVERE <input type="checkbox"/> (2) Elimination Disorder <input type="checkbox"/> (1) Other Mental Health Disorders		
TOTAL DIAGNOSTIC IMPRESSION SCORE: 			

IMPAIRMENT CRITERIA (client must either be 1. Significantly impaired or 2. A probability of significant deterioration in an important area of life functioning as a result of the diagnosis identified in the diagnostic impression section above. Check all that apply):

	SIGNIFICANT IMPAIRMENT	PROBABILITY OF DETERIORATION		SIGNIFICANT IMPAIRMENT	PROBABILITY OF DETERIORATION
Living Arrangement	<input type="checkbox"/>	<input type="checkbox"/>	Access to Health Care	<input type="checkbox"/>	<input type="checkbox"/>
Activities of Daily Living	<input type="checkbox"/>	<input type="checkbox"/>	Social Relationships	<input type="checkbox"/>	<input type="checkbox"/>
Primary Support Group	<input type="checkbox"/>	<input type="checkbox"/>	School Situation	<input type="checkbox"/>	<input type="checkbox"/>
Education/ Occupation/ Job	<input type="checkbox"/>	<input type="checkbox"/>	Other psychosocial environmental issue:		
Financial/ Economical Issues	<input type="checkbox"/>	<input type="checkbox"/>			

LEVEL OF SERVICE INDICATORS:

Secured Settings - Current

- ☐ (7) Acute Inpatient
☐ (5) State Hospital
☐ (5) IMD
☐ (3) Crisis Residential
☐ (1) B&C Home/ Home

Psychosis - Current

- ☐ (3) Current w/ gross impairment
☐ (2) Current w/ moderate impairment
☐ (1) Current w/ mild impairment
☐ (0) None

Psynergy Programs, Inc.	Client's Name 	Psynergy Client ID:
	Facility Name: 	County Client ID:
Date Completed 	Facility Location: 	

Page 1 / 2

EXHIBIT C

Level of Service Indicators (continued)

Suicidal (danger to self or others) - Check all that apply

- ☐ (5) Past month, consistent ideation, or assaultive bx
- ☐ (5) Attempt or sexually abused another person (used force/ threat)
- ☐ (2) Past yr. ideation or assaultive bx or assaultive behavior
- ☐ (0) None

Medication(s) - Check all that apply

- ☐ (3) Antipsychotics/Psychostimulants
- ☐ (3) Lithium/ Other anti-manic
- ☐ (2) Anti depressant
- ☐ (1) Other Medications (Anxiety, etc)

Medication Management - Choose One

- ☐ (4) None or Refusal of Medications
- ☐ (3) Not stable on meds; freq adjustments
- ☐ (2) Stable on meds - No change 30 Day

Inpatient Utilization -

- ☐ (3) IP admit last 3 months
- ☐ (2) IP admit last 4-11 months
- ☐ (1) IP admit past 12- 24 months
- ☐ (0) No IP admit past 2 years

Substance Abuse

- ☐ (4) Current or past 3 months
- ☐ (3) None past 3-6 months
- ☐ (2) None past 7-12 months
- ☐ (1) In Remission
- ☐ (0) None known/No History

School/ Home Role Performance (Check all that apply)

- ☐ (3) Impulsive, disruptive behavior putting current living educational or job setting in imminent jeopardy
- ☐ (3) Bizarre or unusual behavior, such as fire setting, cruelty to animals, socially inappropriate behaviors or compulsions exhibited in public setting
- ☐ (3) Issues with the enuresis or encopresis during day or at night
- ☐ (0) None

Social Adjustment/ Community/ Functioning (Check all that apply)

- ☐ (3) Evidence of/or convicted of serious legal violations, i.e. robbery, mugging, purse snatching
- ☐ (2) Unable to manage co-occurring disorder (chronic or acute medical problems)
- ☐ (2) Regularly involved in physical altercations, damages property, runs away, gang involvement, no feelings of guilt
- ☐ (1) Unable to form positive relationships with peers/others
- ☐ (0) None

Victim Related Trauma (Check all that apply)

- ☐ (3) Has experienced severe physical or sexual abuse or exposed to extreme violent behavior in the last 12 months
- ☐ (2) Hx of abuse (as a child- physical, sexual, extreme neglect)
- ☐ (0) None

TOTAL SERVICES INDICATOR SCORE:

TOTAL LEVEL OF SERVICE SCORE:

(add Diagnostic Impression and Level of Service Indicator scores):

*

- * ☐ 0-2 = No Medical Necessity
- ☐ 3 - 12 = Minimal Level of Services (Mild)
- ☐ 13 - 23 = Moderate Level of Services (Moderate)
- ☐ 24+ = High Level of Services (Severe)

Signatures

Completed By: Signature: Date: County Mental Health: Signature: Date:

Psynergy Programs, Inc.	Client's Name <input type="text"/>	Psynergy Client ID: <input type="text"/>
	Facility Name: <input type="text"/>	County Client ID: <input type="text"/>
Date Completed <input type="text"/>	Facility Location: <input type="text"/>	Page 2 / 2

SHASTA COUNTY MENTAL HEALTH PLAN CONFIDENTIAL

Client Name _____

Medical Record No. _____

ORGANIZATIONAL PROVIDER TREATMENT AUTHORIZATION REQUEST (Adult Specialty Mental Health Services)

☐ Condition not expected to be responsive to physical health care based treatment.

Check the appropriate space for type of service requested.

_____ Mental Health Services

_____ Medication Support

_____ Case Management

Note: PAYMENT FOR ANY OF THE ABOVE SERVICES IS CONTINGENT UPON MEDI-CAL ELIGIBILITY AND PROVIDER ELIGIBILITY FOR PARTICIPATION IN THE MEDI-CAL PROGRAM.

MENTAL HEALTH PLAN UM/UR COMMITTEE USE ONLY

Services are authorized as follows:

_____ Mental Health Services

From Date _____

_____ Medication Support

To Date _____

_____ Case Management

Authorization Status: ☐ 14 calendar day extension ☐ Denied ☐ Modifiedby _____ Date _____
name of reviewer (Print)

EXTENSION PENDING RECEIPT OF FOLLOWING INFORMATION / REASON FOR DENIAL:

☐ To avoid disruption of service, decision deadline is extended 14 calendar days pending receipt of the following information:

☐ Reason for denial: _____
_____NOA ☐ A ☐ B ☐ Other: ____ - completed by: _____ Date _____☐ Authorized by _____ Date _____
Name (Print) *Signature*

County Code _____ Aid Code _____ Verified by _____

Date _____ Medi-Cal Eligible _____ Medicare Eligible _____

Previous Authorization Expiration Date (If applicable) _____

Changes or alterations to this form by the Provider are not permitted.

QUARTERLY REPORT

COMPLETED FORMS MAY BE MAILED, EMAILED OR FAXED

Shasta County Health and Human Services Agency

Adult Services Branch

ATTN: Contracts

2640 Breslauer Way, Redding CA 96001

Email: ASContracts@co.shasta.ca.us

FAX Number: (530) 229-8322

Provider Name: _____

Quarter Covered by Report: _____

Report Completed by: _____

Phone Number: _____

Email Address: _____

Date of Report: _____

Please report the following information for the quarter:

1	Number of Shasta County Clients added to the program. <i>Target: = 90 % of Clients referred</i>	# accepted	%
2	Number of Shasta County Clients not admitted to the program. (A referral for admittance was sent to program and was declined)	# declined	
3	Number of Clients who discharged this quarter. (To get %, divide # of Clients who discharge by total # of Clients)	# discharged	%
4	Number of adults who received crisis services (5150 evaluation). <i>Target: < 3%</i> (To get %, divide # of Clients receiving crisis services by total # of Clients)	# receiving	%
5	Number of clients arrested/detained this quarter. <i>Target = < 3%</i> (To get %, divide # of Clients arrested/detained by # of Clients)	# arrested /detained	%
6	Number of Clients who were admitted to psychiatric hospital. <i>Target: < 3%</i> (To get %, divide # of Clients admitted by total # of Clients)	# admitted	%
7	Number of Clients moved to a higher level of care. <i>Target: < 3%</i> (To get %, divide # of Clients moved to higher level of care by total # of Clients)	# moved	%
8	Number of Clients who successfully transitioned to a lower level of care. (To get %, divide # of Clients who moved to lower level of care by total # of Clients)	# moved	%

For any of the above categories which did NOT meet the expected outcome, please discuss below.

1. Number 4 has a less than 3% target measure. If the number of Clients who received crisis services was higher than 3%, please explain why:

EXHIBIT E

2. Number 5 has a less than 3% target measure. If the number of Clients who were admitted to a psychiatric hospital was higher than 3%, please explain why:
3. Number 6 has a less than 3% target measure. If the number of Clients who were arrested/detained was higher than 3%, please explain why:
4. Number 7 has less than 3% target measure. If the number of Clients who were moved to a higher level of care was higher than 3%, please explain why:
5. If any of the above questions (1-4) are answered. Please explain what your plan is over this next quarter to ensure your program can meet the expected target measure:
6. If there were any extenuating circumstances or significant changes over this past quarter, please explain here:

State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Psynergy Programs, Inc
Name of Contractor

Printed Name of Person Signing for Contractor

17-94616
Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

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

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Contractors shall follow this Contractor Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and HHSA Contractor.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Contractors providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal Beneficiaries) and this Agreement between the County of Shasta and Contractor, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Contractors with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Contractor Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Contractors and employees, volunteers, and interns of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;

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

- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other Party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;

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

- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
1810 Market Street, Redding, CA 96001
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

I, _____, by signing this Certification
(*Print First and Last Name*)
acknowledge that:

- I am an employee of Psynergy Programs Inc., a contractor of the County of Shasta, through its Health and Human Services Agency;
- I have received a copy of the Code of Conduct;
- I have read and understand the Code of Conduct; and
- I agree to comply with the Code of Conduct.

Signed _____ Date _____

Contractor shall maintain all current signed Code of Conduct – Contractor Certification forms on file and retain forms for a period of seven years after employee no longer works for Contractor, and provide to HHSA upon request, or submit depending upon agreement terms, this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Agreement with Willow Glen Care Center for Sequoia Psychiatric Care Center 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 retroactive renewal agreement with Willow Glen Care Center in an amount not to exceed \$1,450,000 to provide residential mental health treatment services for the period July 1, 2019 through June 30, 2022.

SUMMARY

The proposed renewal agreement will allow Willow Glen Care Center to continue to provide residential mental health treatment services at their Sequoia Psychiatric Treatment Center location on a fee-for-service basis for mentally disabled adults identified and placed into treatment by Shasta County Health and Human Services Agency (HHSA), Adult Services Branch.

DISCUSSION

Willow Glen Care Center currently operates 6 licensed facilities, including Sequoia Psychiatric Treatment Center (Sequoia), which allows clients to be placed at a level of care specific to the needs of the individual. Sequoia, a 16-bed mental health rehabilitation center (MHRC) for adults with severe and persistent mental illness, providing 24-hour long-term residential MHRC services to County residents as an alternative to placement in an acute inpatient setting or a state hospital.

In addition to residential services, Sequoia provides treatment focused on developing life skills to assist client transition from a rigidly supervised setting to a board and care or other less structured community setting. Services at Sequoia include residential care, life skills training, anger management, medication awareness, impulse control, and discharge planning coordinated with County staff.

Every attempt is made to keep clients in Shasta County, however, it is often necessary to place an individual in an out-of-county facility. Placing residents in facilities such as Sequoia represents a significant cost savings over placement in other acute patient settings including a state hospital. The maximum compensation remains at \$1,450,000 during the three-year term of the agreement to ensure availability for Shasta County residents requiring this level of care. Because the services are provided on a fee-for-service basis, Shasta County is only obligated to pay for beds when a Shasta County resident utilizes the services at Sequoia. Sequoia has consistently provided satisfactory service for Shasta County residents.

The proposed agreement will also authorize the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, to approve rate changes, both retroactive and prospective, provided that the rate increase does not increase the total compensation payable under the agreement. The agreement is retroactive due to unanticipated delays in refining contract language.

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.

FISCAL IMPACT

The maximum amount payable under this agreement is \$1,450,000 during the term of the agreement. The Mental Health (BU 410) 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.

ATTACHMENTS:

Description	Upload Date	Description
Renewal Agreement	9/18/2019	Renewal Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
WILLOW GLEN CARE CENTER**

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 Willow Glen Care Center, a California corporation ("Contractor") (collectively, the "Parties" and individually a "Party"), for the provision of residential mental health rehabilitation services at Sequoia Psychiatric Treatment Center ("Facility"), a Mental Health Rehabilitation Center ("MHRC").

Section 1. RESPONSIBILITIES OF CONTRACTOR.

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

- A. Provide services at Contractor's Facility for County's clients in accordance with the terms, conditions, and specifications as set forth in **EXHIBIT A, PROGRAM SERVICES**, attached and incorporated herein.
- B. Acknowledge and agree this contract shall be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the State of California approved Shasta County Managed Care Mental Health Plan ("MHP"), number 17-94616, as found at http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx and any subsequent updates. If any ambiguity, inconsistency, or conflict exists between the language of this agreement or any of its Exhibits and Shasta County's MHP, the Shasta County MHP shall govern.
- C. Check County's website for updates to the Shasta County MHP regularly to ensure Contractor has current approved Shasta County MHP. Should Contractor be unable to access the electronic version of the Shasta County MHP, County will provide Contractor with a hard copy upon written request.
- D. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Contractor as prescribed in Sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.
- B. Perform County responsibilities as prescribed in **EXHIBIT A**.
- C. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of the agreement and shall notify Contractor of any deficiencies and/or performance concerns.

Section 3. COMPENSATION.

- A. Contractor shall be paid for the services prescribed in this agreement at \$320 per day, per client, excluding the day of discharge. Contractor shall not be paid for days client is absent from Contractor's Facility.
- B. 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.
- C. In no event shall the maximum amount payable under this agreement exceed \$1,450,000.
- D. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director, or any HHSA Branch Director designated by 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 HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 a single written, monthly statement incorporating all uses of Contractor's facilities pursuant to this agreement ("Statement") by the 15th day of each month following the month in which the services were rendered. The Statement shall include, at a minimum: (1) Facility name, and current active National Provider Identifier ("NPI"); and (2) for each client, client's name and identification number, dates of service, weekly nursing and rehabilitation progress notes, monthly review of Individual Service Plan ("ISP") with client and staff signatures, and, when applicable, quarterly ISP updates with staff signatures. County shall make payment within 30 days of receipt of Contractor's correct and approved Statement.
- B. Services billed to Medi-Cal for Contractor by County and subsequently denied for payment by Medi-Cal shall be the responsibility of Contractor and will be adjusted against future monthly statements of services rendered.

- C. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.
- D. 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.
- E. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of County, County shall be responsible for the audit exception. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of Contractor, Contractor shall be responsible for the audit exception.
- F. This Section 4 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Contractor as prescribed herein.
- G. 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.

Section 5. TERM OF AGREEMENT.

This agreement shall commence 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. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer or his/her designee, the HHSA Director, or any HHSA Branch Director designated by the 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 the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 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 coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, and not less than \$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 County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall 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 Protective Agency regulations (40 Code of Federal Regulations ("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, gender identity, 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 shall comply with the Federal Rehabilitation Act of 1973, section 503.
- F. Contractor and Contractor's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005, section 6032.
- G. For all services, Contractor shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code ("WIC"); and CCR, Title 9, Chapter 11.

- H. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the WIC (commencing at section 5600 et seq.), Title 9 and Title 22 of the 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.
- I. 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 Medi-Cal Specialty Mental Health 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.
- J. Contractor shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Contractor pursuant to this agreement shall be in compliance with section 1352 of Title 31, U.S.C., and in conjunction therewith Contractor shall execute **EXHIBIT B, CERTIFICATION REGARDING LOBBYING**, attached hereto and incorporated herein.
- K. 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.
- L. 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.

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 ten 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. Contractor'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.

Contractor, and Contractor'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.

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

Section 18. PERSONNEL.

Contractor shall:

- A. Furnish such qualified professional personnel as prescribed in Title 9 of the CCR, for the type of services prescribed in **EXHIBIT A**.
- B. Provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Adult Services Branch
 Attn: Contracts Unit
 2640 Breslauer Way
 Redding, CA 96001
 Tel: (530) 225-5900
 Fax: (530) 229-8322

If to Contractor: Executive Director
 Willow Glen Care Center
 1547 Plumas Court
 Yuba City, CA 95991
 Tel: (530) 751-9900
 Fax: (530) 751-9915

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

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

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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 23. 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 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to 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 26. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written

consent of the other Party or as required by law. This provision shall survive the termination expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF CLIENT/PATIENT INFORMATION.

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; CCR, Title 22, 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, CFR, Part 2; and Title 45, CFR, 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 28. 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 directed by the County.

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. ANNUAL COST REPORT

- A. Contractor shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Contractor's Cost Report and Financial Statement shall be subject to audit by appropriate county, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Contractor shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance ("CMA"). In the event the Cost Report settlement identifies an overpayment to Contractor, Contractor shall reimburse County the full overpayment amount. If Contractor fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Contractor under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Contractor under this agreement until the full overpayment has been recouped. If any amount of overpayment to Contractor remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Contractor shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.
- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

Section 31. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Contractor acknowledges the County's Compliance Program and has received, read and understands the **Shasta County Health and Human Services Agency Mental Health Plan ("MHP") Contractor Code of Conduct ("Code of Conduct")**, attached and incorporated herein as **EXHIBIT C**, and agrees to comply and to require its employees and subcontractors who are considered "Covered Individuals" without limitation, to comply with all provisions of the Code of Conduct. Should the aforementioned Code of Conduct be amended during the term of

this agreement Contractor shall comply with the Code of Conduct as amended and as provided to Contractor by County. "Covered Individuals" are defined as employees or subcontractors of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.

- B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Contractor shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Contractor's program with prior approval of County's Compliance Officer, to its employees as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. 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-Cal or Medi-Cal.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consistent with the requirements of 42 CFR, Part 455.436, Contractor shall confirm the identity and determine the exclusion status of all providers including but not limited to employees, network providers, subcontractors, any person with ownership or control interest, and agents or managing employees. Contractor shall verify prior to hire and monthly to ensure all providers are not excluded from Medi-Cal, Medicaid and Medicare participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County upon request. Verification checking, at a minimum, shall include Contractor's use of the following three websites:
 - (1) Officer of Inspector General
http://oig.hhs.gov/exclusions/exclusions_list.asp
 - (2) Medi-Cal Suspended and Ineligible List
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
 - (3) System for Award Management
<https://www.sam.gov/portal/SAM/#1>

Section 32. APPLICATION OF OTHER AGREEMENTS.

Contractor and contractor's officers, agents, employees, and volunteers, and any of Contractor's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Shasta County MHP, as referenced in Section 1.A. of this agreement. Furthermore, Contractor shall comply with all of their obligations pursuant to the following numbered provisions of the Shasta County MHP, Exhibit D(F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of Exhibit D(F) that are deemed applicable.

Section 33. 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 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: _____

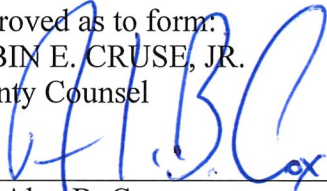
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

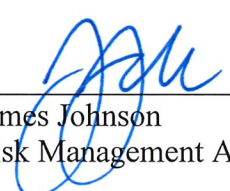
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  9/10/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  09/12/19
James Johnson
Risk Management Analyst

CONTRACTOR

Date: _____

JEFF PAYNE
Executive Director

Tax I.D.#: _____ On File

PROGRAM SERVICES

Willow Glen Care Center operates Sequoia Psychiatric Treatment Center ("SPTC"), a 16-bed Mental Health Rehabilitation Center ("MHRC") at 1541 Plumas Court, Yuba City, California, 95991. The Facility is certified by the California Department of Health Care Services ("DHCS") under the California Code of Regulations ("CCR"), Title 9, Division 1, to provide Adult Residential Treatment Services included under Healthcare Common Procedure Coding System number H0019 ("HCPCS H0019").

The Facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living.

1. Staffing

SPTC will be staffed by professionals and paraprofessionals, including a psychiatrist, physician's assistant, nurse practitioner, clinical psychologist, registered nurse, licensed vocational nurse/licensed physical therapist, recreation therapist, program director, and milieu counselors. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

2. Program Focus

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care including, but not limited to:

- Medication management and education;
- Interpersonal coping skills development;
- Independent living skills education and practice; and,
- Self-advocacy.

It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

3. Goals and Outcomes

The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two sources: higher levels of acute, locked, or other long-term placements or from lower levels of supervised or independent living. SPTC shall provide a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

4. Service Authorization

- A. Services shall be pre-authorized in writing by County. Services not pre-authorized in writing by County shall not be compensated.
- B. Contractor shall:

1. Complete the Registration Form, as provided to Contractor by County, within seven days of admission and fax to Shasta County Managed Care at (530) 225-5950.
2. Submit all required documentation to Shasta County Managed Care within 45 days of admission for initial authorization. Documentation shall only be submitted by fax, or double-enveloped by carrier to 2640 Breslauer Way, Redding, CA 96001. Documentation shall include, but not be limited to:
 - a. Adult Residential Treatment Services HCPCS H0019 Treatment Authorization Request (“ARTS TAR”) form, **EXHIBIT D**, attached and incorporated herein;
 - b. Comprehensive mental health evaluation completed within 30 days of admission;
 - c. Individual Service Plan (“ISP”) completed within 30 days of admission;
 - d. Physical exam completed within 72 hours of admission, unless a physical has been completed within 30 days prior to admission;
 - e. Initial assessment completed within 15 days, unless a similar assessment has been done by the referring agency within 30 days prior to admission; and
 - f. Nursing evaluation completed within seven days of admission.
3. If authorization for services beyond six months is needed, submit required documentation to Shasta County Managed Care no later than 15 days prior to the expiration of the current authorization. Documentation for treatment authorization beyond the initial six months includes, but is not limited to:
 - a. ARTS TAR form (**EXHIBIT D**);
 - b. The most recent ISP with client and staff signatures and estimated Length of Stay (“LOS”); and,
 - c. Documentation of quarterly review of medical necessity for continued services by SPTC and County Mental Health Director or designee.
4. Ensure all clients admitted to SPTC must, either personally or through an authorized representative, enter into an admission agreement and shall be subject to the terms and conditions of Contractor’s client admission and discharge criteria. All admission agreements must be signed by the HHSA Director, or his or her designee, including County authorization to pay for the client’s services.
5. Review referrals from County and communicate disposition to County within three working days from receipt. All denials shall be in writing and submitted to County within three working days from receipt of referral.

5. Rates

Facility rates shall be paid in accordance with Section 3. COMPENSATION of this agreement and shall be determined as part of the written authorization.

6. Additional Provisions

A. County shall:

1. Participate in regular site visits to SPTC for the purpose of monitoring client's progress and general welfare, SPTC's physical and program integrity, and routine review of service provider reports and fiscal claims.
2. Participate in monthly utilization review which may be composed of, but not limited to, the following participants: client's conservator or representative, County, SPTC staff or designee. Findings and recommendations of utilization review shall become integrated in the client's treatment plan.
3. In conjunction with SPTC, reassess each client to determine the need for continued placement of the Client at least every four months, as specified in Title 9, Subsection 786.15 (g).
4. Refer clients to SPTC and sign admission agreements when appropriate.
5. Review each admission, discharge and LOS data on a quarterly basis.
6. Complete the 60-day pre-authorization upon receipt of Registration Form from Contractor.
7. Review and authorize completed ARTS TAR within 14 days of receipt of all required documentation by Contractor.

B. Contractor shall:

1. Complete monthly, a client placement report on the progress of individual client treatment goals for each client placed by County and in a format pre-approved by County. Reports shall be provided to County monthly at the following address: HHSA Adult Services Branch, Attn: Contracts, P.O. Box 496005, Redding, CA 96049-6005.
2. In conjunction with the County's Mental Health Director or designee, reassess each client to determine the need for continued placement of the client at least every four months, as specified in Title 9, section 786.15 (g).
3. Submit to Shasta County Managed Care a discharge summary and the Discharge Form, as provided to Contractor by County, no later than 15 days after discharge, to the address listed in Section 4.B.2 of this EXHIBIT A.
4. Notify the HHSA, or any HHSA Branch Director designated by the HHSA Director, within two hours of any serious incident which occurs in connection with the performance of this agreement. Within 24 hours of incident, Contractor shall submit to County a written report in such form as may be required by County for all serious incidents which occur in connection with the performance of this agreement. This report must include, at a minimum, the following information:
 - a. Name and address of the injured or deceased person; if any.

- b. Name and address of Contractor's staff or subcontractor, if any were involved in the incident.
 - c. Name and address of Contractor's liability insurance carrier.
 - d. A detailed description of the incident and whether any of County's equipment, tools, material, or employees were involved.
- 5. Cooperate with County requests for information on clients placed under the terms of this agreement.
- 6. Allow County to have reasonable access to (1) 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 (2) to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- 7. Provide County copies of any reports prepared by State agencies or licensing bodies regarding Contractor's Facility or quality of care provided at Contractor's Facility, including any notations of deficiencies. Submit copies of reports to the following address: HHSA Adult Services Branch, Attn: Branch Director, P.O. Box 496005, Redding, CA 96049-6005.
- 8. Upon receiving notice from County of any identified deficiencies and/or performance concerns, Contractor is obligated to respond to these concerns to the satisfaction of County which, at the sole discretion of County, may include provision of a corrective action plan.
- 9. Cooperate with County when County is working to exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.

**State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Willow Glen Care Center
Name of Contractor

Jeff Payne
Printed Name of Person Signing for Contractor

17-94616
Contract/Grant Number

Signature of Person Signing for Contractor

Date

Executive Director
Title

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

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Contractors shall follow this Contractor Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and HHSA Contractor.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Contractors providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Contractor, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Contractors with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Contractor Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Contractors and employees, volunteers, and interns of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;

Shasta County Health and Human Services
Code of Conduct - Contractor

- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;

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

- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
1810 Market Street, Redding, CA 96001
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

**CODE OF CONDUCT -
CONTRACTOR
CERTIFICATION**

I, _____, by signing this Certification
(*Print First and Last Name*)
acknowledge that:

1. I am an employee of Willow Glen Care Center, Sequoia Psychiatric Treatment Center, a contractor of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

Contractor shall maintain all current signed Code of Conduct – Contractor Certification forms on file and retain forms for a period of seven years after employee no longer works for Contractor, and provide to HHSA upon request, or submit-depending upon agreement terms, this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.

**SHASTA COUNTY MENTAL HEALTH PLAN
CONFIDENTIAL**

Client Name _____

Medical Record No. _____

ORGANIZATIONAL PROVIDER TREATMENT AUTHORIZATION REQUEST
(Adult Specialty Mental Health Services)

☐ Condition not expected to be responsive to physical health care based treatment.

Check the appropriate space for type of service requested.

Mental Health Services

_____ Medication Support

_____ Case Management

Note: PAYMENT FOR ANY OF THE ABOVE SERVICES IS CONTINGENT UPON MEDI-CAL ELIGIBILITY AND PROVIDER ELIGIBILITY FOR PARTICIPATION IN THE MEDI-CAL PROGRAM

MENTAL HEALTH PLAN UM/UR COMMITTEE USE ONLY

Services are authorized as follows:

_____ Mental Health Services

From Date _____

_____ Medication Support

To Date _____

_____ Case Management

Authorization Status: ☐ 14 calendar day extension☐ Denied☐ Modified

by _____

Date _____

name of reviewer (Print)

EXTENSION PENDING RECEIPT OF FOLLOWING INFORMATION / REASON FOR DENIAL:

☐ To avoid disruption of service, decision deadline is extended 14 calendar days pending receipt of the following information: _____

☐ Reason for denial: _____

NOA ☐ A ☐ B ☐ Other: ____ - completed by: _____ Date _____

☐ Authorized by _____ Date _____

Name (Print) *Signature*

County Code _____ Aid Code _____ Verified by _____

Date _____ Medi-Cal Eligible _____ Medicare Eligible _____

Previous Authorization Expiration Date (If applicable) _____

Changes or alterations to this form by the Provider are not permitted.

Revised: 01-08-17

Agr.AS.WillowGlen_Sequoia.1922
2264-1-2019-01
CC: 41010

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

Housing Funds for Whole Person Care Pilot Program

DEPARTMENT: Health and Human Services Agency-Adult Services
Housing and Community Action Programs

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Dean True, Branch Director, HHSA Adult Services; Laura Burch, Director of Housing/Community Action

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Ratify the Health and Human Services Agency (HHSA) – Adult Services Branch Director’s signature on the letter of interest sent to the California Department of Health Care Services (DHCS) accepting a one-time \$1,198,356 State General Fund allocation for Whole Person Care (WPC) Pilot Housing services; (2) adopt a resolution which designates the HHSA Adult Services Branch Director as the single point of contact to DHCS for the WPC Pilot Housing funding and authorizes participation in the WPC Pilot Housing; (3) approve a budget amendment to accept the funding and increase appropriations and revenue by \$1,198,356 in the HHSA-Mental Health budget, which includes a Trans-out in the amount of \$300,000 to the Community Action Agency budget; and (4) approve a budget amendment increasing appropriations and revenue in the amount of \$300,000 in the Community Action Agency budget for down payment assistance programs.

SUMMARY

The Governor of the State of California has allocated \$100 million from the State General Fund housing funds for Fiscal Year (FY) 2019-20 to WPC Pilot programs. Shasta County wishes to accept a one-time \$1,198,355.90 allocation for WPC Pilot Housing services.

DISCUSSION

The WPC Pilot program coordinates health, behavioral health, and social services in a patient-centered manner with the goal of improved beneficiary health and well-being. Many of these pilot programs target individuals who are mentally ill and are experiencing homelessness or are at risk of homelessness, and have a demonstrated medical need for housing and/or supportive services.

The 2019-20 Governor’s Budget includes investing \$100 million from the State General Fund (one-time with multi-year spending authority through June 30, 2025) for active Whole Person Care (WPC) Pilot programs that provide housing services. This funding is available for the costs of long-term and short-term housing, such as hotel vouchers and rental subsidies, as well as capital investment for housing projects for Medi-Cal beneficiaries who are mentally ill and are experiencing

homelessness, or are at risk of homelessness.

Pilot programs have the flexibility in determining the scope of their projects as well as the number of mentally ill homeless or at risk of homelessness mentally ill individuals that will be served with this funding. Through an application process, pilot programs must also demonstrate how this funding will complement existing housing services provided by the pilot program and will not supplant existing funding, as well as the pilot program’s ability to serve the mentally ill homeless or those at risk of homelessness within their jurisdiction.

The Department of Health Care Services (DHCS) developed the funding allocation methodology that considers prevalence of individuals who are mentally ill and are experiencing homelessness using the Point in Time Count (PIT); geographical cost of living using Fair Market Rent (FMR); and WPC pilot performance. Fifty percent of the funding is allocated in proportion to the total number of people experiencing homelessness in the County as compared to the total for all WPC counties. The County’s number of homeless people is determined by the federal Housing and Urban Development (HUD) Point in Time (PIT) count. Twenty five percent of the funding is allocated in proportion to the cost of living in the pilot county. DHCS used the federal HUD FMR Efficiency amounts for each pilot area to assess cost of living, or more specifically the average cost of basic housing in the pilot county. The remaining twenty five percent of the funding is allocated in proportion to the total number of individuals who are mentally ill and are experiencing homelessness in the County as compared to the total for all WPC counties. The County’s number of individuals who are mentally ill and are experiencing homeless is determined by the HUD PIT Severely Mentally Ill subpopulation count numbers.

The letter of interest was due to DHCS on September 23, 2019; due to the timeline and available Board meeting dates, the HHSA Adult Services Branch Director signed and so now, Board ratification is requested. The resolution is due on October 7, 2019.

ALTERNATIVES

The Board could choose not to submit a letter of interest and/or approve the budget amendment. This is not recommended because it would make Shasta County ineligible to receive this funding.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the resolution as to form. The Auditor-Controller has reviewed the budget amendment. The County Administrative Office has reviewed the recommendation.

FISCAL IMPACT

The proposed budget amendments will support the WPC Pilot Housing program in Shasta County in FY 2019-20. The funding source is one-time State General Funds and there is no County match required. Expenditures will not exceed the amount of the allocation.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	9/20/2019	Resolution
Letter of Interest	9/20/2019	Letter of Interest
Budget Amendment Housing	9/20/2019	Budget Amendment Housing
Budget Amendment Community Action Agency	9/20/2019	Budget Amendment Community Action Agency

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA (“COUNTY”)
AUTHORIZING THE COUNTY TO PARTICIPATE IN STATE GENERAL FUNDS ONE-
TIME HOUSING FUNDS FOR WHOLE PERSON CARE PILOTS FUNDING
OPPORTUNITY PURSUANT TO ASSEMBLY BILL (“AB”) 74, THE BUDGET ACT OF
2019 (CHAPTER 23, STATUTES OF 2019)**

WHEREAS, California Governor Gavin C. Newsom and the California Legislature have recognized the critical role Whole Person Care Pilot programs play in reducing homelessness for those with special needs; and

WHEREAS, The Governor, Legislature, and this County recognize the need for flexible state-only funding for new services to Medi-Cal beneficiaries who are living with mental illness who are also homeless or at risk of homelessness, as well as additional at-risk populations; and

WHEREAS, The Governor and Legislature have allocated \$100 million dollars in one-time State General Fund housing funds for Fiscal Year 2019-20 to Whole Person Care Pilot programs; and

WHEREAS, The Governor and Legislature have directed Whole Person Care Pilot programs to leverage other available funding for this purpose and prohibited any supplantation of existing funding or services in order to maximize the impact of Housing Funds for Whole Person Care Pilot programs; and

WHEREAS, The Governor and Legislature require Whole Person Care Pilot programs that receive Housing Funds for Whole Person Care Pilot programs to expend the funding no later than June 30, 2025, and further stipulate that services provided with this funding must comply with all Housing principles as defined in California Welfare and Institutions Code §8255-8256; and

WHEREAS, These one-time State General Fund-supported Housing Funds are separate and apart from the County’s Whole Person Care agreement with the state Department of Health Care Services executed on December 6, 2016 which is supported by state funding as allowed by the California Medi-Cal 2020 Demonstration project authorized by the federal 1115 Waiver, and

WHEREAS, The County designates Dean True, Director of Adult Services Branch, Shasta Health and Human Services Agency as the single point of contact to the Department of Health Care Services for the Housing Funds for Whole Person Care Pilot programs allocation; and

WHEREAS, The County affirms the County’s commitment to combatting homelessness and improving housing options for residents living with mental illness and who are homeless or at risk of homelessness, or additional at-risk populations in our communities pursuant to the provisions of AB 74 and the receipt of Housing Funds for Whole Person Care Pilot programs.

Resolution No. 2019-_____

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta, State of California authorizes the County to apply for one-time Housing Funds for Whole Person Care Pilots funding available as a result of AB 74, the Budget Act of 2019 (Chapter 23, Statutes of 2019).

DULY PASSED AND ADOPTED this 1st day of October, 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



**Shasta County
Health & Human
Services Agency | Adult Services
Branch**

September 20, 2019

Sent Via Email to: 1115WholePersonCare@dhcs.ca.gov

Sarah Brooks
Deputy Director, Health Care Delivery Systems
Department of Health Care Services
P.O. Box 997413, MS 0000
Sacramento, CA 95899-7413

RE: Letter of Intent - One Time Housing Funds for WPC Pilots

Dear Ms. Brooks,

The County of Shasta's Department of Health and Human Services Agency (HHSA) submits this letter to advise you of our high interest in the one-time housing funds for Whole Person Care Pilots allocated from the 2019-20 Governor's Budget.

Our plan is to dedicate \$898,356 of the available funds to the creation of three to four temporary shared housing residences with on-site managers. The project facilities are to be leased over a period of four years and supervised by a local contractor skilled in housing first principles for people living with mental health conditions and experiencing housing loss/risk of loss. Residents of these facilities will not be required to pay for rent or utilities, but will be required to adhere to house rules and to engage in supportive services delivered by social work and mental health providers, as they move towards permanent housing.

In addition, the County plans to allocate the remaining \$300,000 towards down-payment assistance programs for contractor acquisition of multi-family residential buildings. Contractors receiving these funds will be required to dedicate 50% of units to project-based vouchers reserved for residents living with mental health conditions and in recovery from homelessness. Priority will be given to persons transitioning from the temporary shared housing residences due to graduation.

Our Lead Entity for Whole Person Care, Shasta County HHSA's Adult Services Branch (Adult Services), will oversee the implementation of this project to ensure potential residents are screened properly for Medi-Cal, homelessness, and mental health eligibility and to provide competitive procurement and contract oversight. Adult Services will work in partnership with our County Housing and Community Action Agency department for the issuance of project-based vouchers.

Project-based vouchers will create housing opportunities for persons in need of immediate shelter to find safety from the streets and develop critical housing, employment, personal health, and interpersonal skills needed to transition to independent, non-shared housing. Services provided will comply with all applicable "Housing First" principles as defined in California Welfare and Institutions Code Sections 8255-8256.

Sincerely,

Dean True, RN, MPA
Branch Director

"Engaging individuals, families and communities to protect and improve health and wellbeing."

*Dean True, RN, MPA, Branch Director
Shepard Greene, MD, Chief of Psychiatry
www.shastahhsa.net*



Shasta County
**Health & Human
Services Agency**

**Business and Support
Services Branch**

Memorandum

To: Shasta County Board of Supervisors
Brian Muir, Auditor-Controller

From: Tracy Tedder, Director, HHSA Business & Support Services

Date: September 13, 2019

Re: Budget Amendment for Mental Health (BU 41000)

HHSA is requesting a FY 2019-20 line item budget amendment for Mental Health (BU 41000) to transfer appropriations to County Housing (BU 590) in the amount of \$300,000 for Housing Assistance Programs. Additionally, HHSA is requesting a FY 2019-20 line budget amendment within Mental Health (BU 41000) adding appropriations in the amount of \$898,356 to Professional & Special Services (034800) for Shared Housing Residences. HHSA is requesting to increase revenues by \$1,198,356 due to One-Time Housing Funds for WPC Pilots. The budget amendment is going to the Board of Supervisors Office for consideration on October 1, 2019.

Thank you.

cc: Terri Howat, County Chief Fiscal Officer
Julie Hope, Principal Administrative Analyst

"Engaging individuals, families and communities to protect and improve health and wellbeing."

Tracy Tedder, Branch Director

www.shastahhsa.net

Mental Health - WPC

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41010	034800	Professional & Special Services	1,924,000	2,822,356	898,356
41010	095590	Trans Out- CAA	0	300,000	300,000
					0
					0
TOTAL					1,198,356

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41010	560996	Fed DHCS Mental Health Grant	1,750,000	2,948,356	1,198,356
					0
					0
					0
TOTAL					1,198,356



Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center
1450 Court Street, Suite 108
Redding, CA 96001-1661
Phone: (530) 225-5160 FAX: (530) 225-5178

Laura Burch, Director
Housing Authority
Community Action Agency

DATE: September 18, 2019

TO: Brian Muir, Auditor-Controller
Larry Lees, CEO

FROM: Laura Burch, Director of Housing/Community Action Programs

RE: Budget Amendment for FY 2019/2020

A budget amendment is requested in the Community Action Programs Budget Unit 59000 for FY 2019/2020.

HHSA – Adult Services Branch plans to present this item to the Board of Supervisors at the October 1, 2019 meeting.

This amendment includes a \$300,000 expenditure increase in Support and Care of Persons to facilitate loans for permanent supportive housing funded via transfer of funds from the Mental Health budget (BU 41000) through DHCS State Mental Health Grant.

If you should have any questions or need any additional information, please let me know.

cc: Julie Hope, Principal Administrative Analyst, County Administrative Office
Terri Howat, County Chief Financial Officer

LB

Increase <Decrease>

Revenue

Increase <Decrease>

Net Amendment	0
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Health and Human Services-11.

SUBJECT:

Renewal Agreement with Andrew J. Wong Incorporated

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

Supervisory District No. : All

DEPARTMENT CONTACT: Nancy Bolen, Branch Director, Children's Services (530) 225-5705

STAFF REPORT APPROVED BY: Nancy Bolen, Branch Director

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 Andrew J. Wong Inc. in an amount not to exceed \$54,000 to provide monthly help desk and software/hardware maintenance and programming updates to the Child and Adolescents Needs and Strengths database for the period November 1, 2019 through October 31, 2020, with two automatic one-year renewals.

SUMMARY

The proposed agreement will allow Children's Services to continue to utilize the California Department of Social Services (CDSS) and Department of Health Care Services (DHCS) selected Child and Adolescents Needs and Strengths (CANS) tool.

DISCUSSION

Per California Department of Social Services (CDSS) and California Department of Health Care Services (DHCS), the evidence-based CANS tool has been identified to measure child and youth functional outcomes. The CANS is a communication tool used for identifying youth and family actionable needs and useful strengths. It is a flexible and evolving tool that supports collaborative decision-making regarding placement, including levels of care, treatment plans, and services. The CANS assessment tool is completed at the beginning of treatment, every six months following the first administration, and at the end of treatment.

The CANS information is uploaded monthly from the CANS database into the DHCS site for state monitoring of child and youth outcomes.

Andrew J. Wong Incorporated is the private information technology firm that created the Shasta County Health and Human Services Agency, Children Service's Branch CANS database, and has the capability to maintain and update the existing database to include any requirement changes CDSS and/or DHCS may implement in the future.

ALTERNATIVES

The Board could choose not to approve this agreement or to approve with modified terms or funding levels.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Children’s Services Branch Fiscal Year 2019-20 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. These services are funded through both the Child Welfare Services allocations (BU 501) and the Mental Health realignment (BU 410), which require a County share of cost. Sufficient budget authority will be included in future fiscal year budget requests.

ATTACHMENTS:

Description	Upload Date	Description
Renewal Agreement	9/5/2019	Renewal Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
ANDREW J. WONG INCORPORATED**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency ("HHSA"), a political subdivision of the State of California ("County"), and Andrew J. Wong Incorporated, a California corporation ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the purpose of providing ongoing maintenance of a Child and Adolescent Needs and Strengths ("CANS") reporting database.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide ongoing monthly help desk and software/hardware maintenance of the CANS reporting database.
- B. Provide 40 hours annually of CANS database programming updates upon County Request.
- C. Coordinate monthly call with County designated staff to provide CANS database/programming update details and address any issues or barriers in service.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and monitor the outcomes achieved by Consultant.
- B. Provide reasonable assistance to Consultant in the performance of support services, including but not limited to, providing Consultant copies of all data and other files reasonably required to verify, reproduce, diagnose, and resolve reported problems.
- C. Monitor Consultant's performance to assure compliance with the terms, conditions, and specifications of the agreement.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$18,000 per contract year for monthly CANS database help desk and software/hardware maintenance and programming updates. In no event shall the maximum amount payable under this agreement exceed \$54,000.
- B. 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.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business and Support Service, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the invoice regularly used in the conduct of business of the Consultant, accompanied by supporting documentation and/or receipts. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning November 1, 2019 and ending October 31, 2020. 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.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

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. PATENT AND COPYRIGHT INDEMNITY.

Consultant shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. If County promptly notifies Consultant in writing of any third party claim against County that any software or other item provided to County by Consultant infringes any patent, copyright, trade secret or other intellectual property right of any third party, Consultant shall, to the fullest extent permitted by law, 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 any product or design provided by Consultant to County that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officer, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against the County, its elected officials, officer, employees, agents, and volunteers, arising from allegation, claim, or assertion, any product or design provided by Consultant to County violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Consultant shall not indemnify County, however, to the extent the alleged infringement is caused by (1) County's modification of the software or item, (2) use of the software or item other than in accordance with the documentation or this agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Consultant, or (4) information, specifications or materials provided by County or any third party. If any software or other item is, or in Consultant's reasonable opinion is likely to be held to be infringing, Consultant shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance. If Consultant is initially unable to perform either option (a) or (b), for a period not to exceed 180 days, Consultant may require County to stop using the potentially infringing System or portion thereof, until Consultant can perform either option (a) or (b), providing however Consultant supplies County with an alternate means by which County may obtain equivalent performance.

Section 12. INSURANCE COVERAGE.

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

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *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 not less than \$1 million per occurrence.
- D. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain 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. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- E. 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.
- F. 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 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. 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.
- D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

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

- A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1

of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Consultant hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of 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 17. 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 18. 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 19. 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 20. 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 21. NOTICES.

- A. Except as provided in Sections 6.C. and 6.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Children's Services
HHSA Children's Services
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Tel: (530) 245-6821
Fax: (530) 225-5190

If to Consultant: Andrew J. Wong
Andrew J. Wong Incorporated
456 Montgomery Street, Ste. 1350
San Francisco, CA 94104
Phone: 415-659-8147
Fax: 415-541-9018

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 Consultants 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 patient's 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 29. 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 30. HIPAA ADDENDUM.

Attached to this agreement, and incorporated herein as **EXHIBIT A**, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

Section 31. 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 32. 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 33. FINANCIAL RECORDS.

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

Section 34. FINANCIAL REPORTING.

Consultant shall provide financial information and/or records pertaining to Consultant'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 Consultant'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, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Consultant shall provide additional financial information as requested by County within 30 days of receiving such request. Consultant 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.

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:

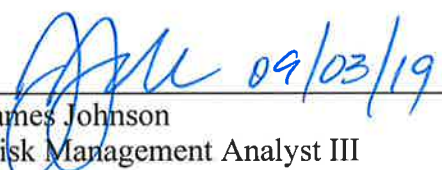
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  9/4/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  09/03/19
James Johnson
Risk Management Analyst III

**INFORMATION TECHNOLOGY
APPROVAL**

By:  9-4-2019
Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 8-28-2019


Andrew J. Wong, President

Date: 8/28/2019


Lisa Le, Controller

Tax I.D.#: On file

ADDENDUM TO CONTRACT/AGREEMENT
(HIPAA Business Associate Agreement)
(Revised 9/6/18)

This Addendum is attached to, and incorporated into the agreement, entitled Personal Services Agreement, between the County of Shasta and Andrew J. Wong Incorporated, dated _____.

Definitions.

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- (a) Business Associate. "Business Associate" shall mean the party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. "Underlying Agreement" shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. "Covered Entity" shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.

Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, within 5 business days, to Covered Entity's Privacy and or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. This report will include at least the following information: (a) a brief description of what happened, including the date

EXHIBIT A

of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than fifteen business days from the date the breach was discovered or, if exercising due diligence, should have been discovered.

- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.
- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.

EXHIBIT A

- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by HIPAA and/or other privacy regulations.

Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
 - (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

Miscellaneous

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s) provided that such amendment is in substantially the same format as the County of Shasta's standard

EXHIBIT A

format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.

- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) Indemnification. To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, 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 Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Health and Human Services-12.

SUBJECT:

Approve Updates to the General Assistance Program Manual

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

Adopt a resolution which updates the General Assistance Manual to include changes to California Welfare and Institutions Code and makes additional program changes recommended by the Health and Human Services Agency which increases the efficiency of the program and assures the program is administered in a consistent manner.

SUMMARY

Under Welfare and Institutions Code (WIC) §17000, the County of Shasta must “relieve and support all incompetent, poor, indigent persons, and those incapacitated by age, disease, or accident, lawfully resident therein, when such persons are not supported and relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions”.

DISCUSSION

In order to remain compliant with WIC §17000, Shasta County Health and Human Services Regional Services Branch has reviewed and updated the General Assistance (GA) Manual. References were made to the 60-month time limit for California Work Opportunity and Responsibility to Kids (CalWORKs) recipients which has been lowered to a 48-month limit. The WIC also removed ineligibility to recipients due to felony convictions for use, possession or distribution of a controlled substance.

Additional changes were made to the Manual to increase efficiency of the GA program and assure due process is given to each applicant or recipient. The application process was updated to remove the inquiry requirement and instead uses a single streamlined application. Upon receipt of the application, the County will hold the applicant’s beginning date of assistance as long as the applicant provides all required documents and verifications timely.

A requirement updating Notice of Action notification procedures to each applicant/recipient brings the GA program into

alignment with other Public Assistance programs including CalWORKs and CalFresh.

Please see a summary of the changes attached to this staff report.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

County Counsel has approved the Resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The GA program is funded by County General Fund dollars. GA program costs are included in the Fiscal Year 2019-20 Adopted Budget.

ATTACHMENTS:

Description	Upload Date	Description
HHSA General Assistance Manual	9/23/2019	HHSA General Assistance Manual
HHSA GA Manual Resolution	9/23/2019	HHSA GA Manual Resolution
HHSA GA Manual Redline	9/23/2019	HHSA GA Manual Redline

GENERAL ASSISTANCE PROGRAM MANUAL

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GENERAL ASSISTANCE PROGRAM MANUAL

A. GENERAL PROVISIONS

Section 1. Authority for and Amendments to Manual

Section 17000 of the Welfare and Institutions Code (“WIC”) states "Every county and every city and county shall relieve and support all incompetent, poor, indigent persons and those incapacitated by age, disease or accident, lawfully resident therein, when such persons are not supported and/or relieved by their relatives or friends or by their own means, or by state hospitals or other state or private institutions."

The board of supervisors of each county must adopt standards of aid or care for the indigent and dependent poor of the county. (Section 17001)

This General Assistance (“GA”) Program Manual (“Manual”) reflects the standards of indigent cash aid and cash aid loans (“aid”) adopted by the Shasta County (“County”) Board of Supervisors (“Board”).

The current Manual shall be made available on the Shasta County Health and Human Services Agency (“HHSA”) Regional Services Branch (“Regional Services”) Intranet page.

Section 2. Administration and Program Goals

Indigent services are administered by Regional Services under the authority of the Board. Unlike the assistance programs included in the Social Security Act, each county board of supervisors establishes its own policies, rules and regulations to carry out the intent of the law, and these policies may vary from time to time due to economic conditions.

The Branch Director of Regional Services has the responsibility to recommend substantive revisions to this Manual for adoption by the Board. However, the Branch Director is authorized to make non-substantive modifications to this Manual. “Non-substantive modifications” means language changes that clarify the text and which do not change the amount of aid to be paid or affect the rights or responsibilities of applicants for or recipients of aid. Non-substantive modifications include updates to the Manual for changes in laws or regulations directly related to the GA Program (“Program”). The Director of HHSA or his/her designee is authorized by the Board to implement changes to the GA maximum monthly aid payment/loan to align with adjustments to the CalWORKs Maximum Assistance Payment (MAP). (Board of Supervisors Resolution No. 2013-149, 12/17/13).

Although the County’s fiscal limitations must be recognized, an attempt must be made to avoid extreme hardship for indigent needy people. Because of these limitations, it is expected Regional Services shall administer the Program in a manner consistent with good casework practice, while at the same time, focusing on every available resource that might be used in alleviating the applicant's need.

It is the policy of the Board that the Program in the County shall be administered in such a manner as to:

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- A. Preserve the dignity and self-respect of the indigent needy person; and
- B. Assure uniform, equitable treatment of all indigent needy persons; and
- C. Assure that only genuinely indigent needy persons, as defined in the Manual, receive services as determined eligible; and
- D. Assure that every possible effort is made by recipients with the help of Regional Services and other agencies to assist in becoming productive community members; and
- E. Assure that persons who receive GA aid shall repay to the County the value of such assistance if such persons are capable of making repayment; and
- F. Assist in obtaining a sustainable income to help alleviate poverty for indigent needy persons in the community.
- G. Assure services provided shall comply with the Americans with Disabilities Act ("ADA") policies set forth in Shasta County Administrative Manual Section 1-117.

Section 3. Confidentiality

Personally Identifiable Information (PII) and all other eligibility information concerning the circumstances of any particular client, including whether that person is or is not an applicant or recipient, shall not be disclosed for any purposes not directly related to the administration of public social services programs, except as specified in WIC 17006.5 to Law Enforcement officials.

To protect the confidentiality of an individual public assistance applicant or recipient, the individual must be afforded the opportunity to provide needed information or verifications in a manner that does not identify the individual as a public assistance applicant or recipient.

Section 4. Good Cause Determination

Good Cause is the applicant/recipients reason for failure to comply with terms of the Program. County staff is responsible for making a Good Cause determination, wherever Good Cause applies pursuant to this Manual. The following conditions may be considered for Good Cause:

- A. Death or Illness of immediate family (spouse, parent or child).
- B. Obtained permanent or temporary employment.
- C. Required court appearance.
- D. Requirements to maintain compliance with Probation or Parole.
- E. Weather or other act of nature prevented travel.
- F. Temporary transportation obstacle (such as car broke down or bus did not run as scheduled).
- G. Disability (such as physical or mental impairment that substantially limits one or more major life activities, such as, but not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, etc.) of applicant/recipient interferes with the applicant or recipient's ability to comply.

The recipient shall be required to provide verification for all Good Cause requests.

Section 5. Application, Redetermination and Reporting

Regional Services shall complete a thorough review of the needs and resources of each applicant

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for indigent aid. At application and redetermination, Regional Services is responsible for verifying all eligibility requirements as set forth in this Manual.

The applicant is the first source of information to establish eligibility for aid and is required to attend a face-to-face eligibility interview, complete and sign all necessary forms, and provide information and/or documentation necessary to determine eligibility to the General Assistance program. The County shall assist the applicant in obtaining required verification from third-party sources if it is determined the applicant has made a good faith effort to obtain the verification. Good faith means the applicant has attempted to comply within the limits of his/her capabilities and resources but was unable to obtain the verifications.

Any individual has the right to apply for aid. An applicant who appears ineligible must still be allowed to exercise his/her right to make an application. Applicants must be assessed for all available GA Components, including, but not limited to, the Employment and Incapacitated Component.

Each applicant requesting GA shall submit a signed General Assistance Application (DSS 5100). The application is not considered received unless it contains a minimum of the following:

- Applicants Name
- Household's Address (where mail can be received)
- Signature of Applicant

If the applicant fails to attend the scheduled face-to-face eligibility interview ("interview") and does not call to reschedule within one business day without Good Cause, the application will be denied and a Notice of Action (NOA) will be sent (see Section F "Notice of Action") which states the basis for denial. If the applicant fails to provide required verifications by the original or approved extended due date, the application will be denied and appropriate NOA sent. If the client wishes to reapply, they must submit a new application.

5.1. Beginning Date of Aid

The beginning date of aid shall be the date an application is received and contains the minimum required information as defined above in Section 5 and all eligibility requirements are determined to have been met. If the applicant is not eligible on the date an application is received, the beginning date of aid shall be the first date in which all eligibility requirements are met after the application is received. If an applicant's beginning date of aid is more than 15 days after the date an application is received, the application shall be denied and appropriate NOA will be sent as set forth in Section F "Notice of Action".

5.2 Timing of Aid

Aid for Incapacitation cases shall be paid on the 1st day of each month. Aid for Employment Component cases shall be paid twice a month, half on the 1st of the month and half on the 15th of the month.

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5.3 Application Processing Procedure

An individual requesting aid shall submit a DSS 5100 in person to any Regional Services reception. Regional Services shall accept any application as filed if it contains a minimum of the applicant's name, address where mail can be received and applicant's signature.

When an application is received, Regional Services shall offer the applicant the next available appointment for an interview. If a same day interview is not available, the applicant will be given a letter stating an appointment date, time and location. Applicants may either call prior to their appointment or within one business day of a missed appointment to reschedule an appointment.

The Eligibility Worker shall conduct the interview with the applicant. During the interview, the Eligibility Worker will assist the applicant, if necessary, with completing the DSS 5100, review with the applicant the Program rights and responsibilities and obtain applicant's signature on required forms.

Upon completion of the interview, the Eligibility Worker will give the applicant a verification checklist describing any information and/or documents required to determine eligibility for the Program. The applicant will have 10 calendar days to provide the requested information and/or documentation. The applicant must submit a verbal or written request in advance of the due date to extend the due date if they are unable to meet the 10-day deadline due to circumstances beyond their control. An applicant can request a 10-day extension. No aid benefits shall be issued until the application process is complete and eligibility has been determined.

Once all required documents and information have been submitted, a potentially eligible applicant shall be scheduled an appointment to return and sign a "Reimbursement Agreement" (See Section 26 "Liens") and when applicable, "Authorization for Reimbursement of Interim Assistance" (SSP 14). Regional Services should attempt to confer with a potentially eligible applicant to schedule a return appointment as soon as possible if a same-day appointment is unavailable. Applicant will be given or mailed an appointment letter when scheduling the appointment for another business day. The return appointment shall be scheduled as soon as possible. Applicants who have a beginning date of aid other than the application date (See Section 5.1 "Beginning date of Aid") will be scheduled to return no earlier than two business days prior to their beginning date of aid. Once a determination of eligibility is complete an appropriate NOA will be sent to the applicant. (See Section F "Notice of Action").

5.4. Substance Use Screening

Eligibility Worker will use HHSA substance use screening with all GA applicants/recipients.

If substance use screening results in a reasonable suspicion the individual is

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dependent on drugs or alcohol, Regional Services shall require the applicant/recipient to undergo assessment for substance abuse by a professional evaluator. All persons assessed, professionally evaluated and determined to be in need of treatment shall participate in a substance abuse and/or alcohol treatment program as recommended by the professional evaluator. Participation can only be required if the services are available at no charge to the applicant/recipient. (WIC 17001.51)

5.5. Reporting Responsibilities

During the application and redetermination interview, the applicant/recipient shall be informed of his/her reporting responsibility. Applicant/recipient shall report to his/her Eligibility Worker within five days, any change affecting his/her GA aid payment or eligibility including, but not limited to, change of address, income, resources and/or family and household composition. Changes may be reported by telephone, letter, office visit, or income report.

5.6. Monthly Reporting

All recipients must complete and submit a General Assistance Monthly Income Report ("GA Income Report") by the 5th of the month following the report month. The report forms shall be provided to recipient by Regional Services.

The GA Income Report will be considered late when received after the 11th of the month. Aid benefits may be discontinued or delayed if the GA Income Report is late or incomplete. If a complete GA Income Report is not submitted by the first business day of the month following the submit month the client must reapply for Program aid benefits.

5.7. Redetermination

Each continuing GA case shall include a complete in person redetermination of eligibility at least every 12 months. A random redetermination may be conducted at any time if eligibility is in question. The recipient will be required to sign a current application and updated SSP 14 (if applicable).

If the GA recipient also receives CalFresh benefits, then the GA redetermination period shall be shortened to align with an active CalFresh recertification (CF RE) period unless the CF RE is due within 60 days of the GA redetermination, in which case, recipient shall have the opportunity to recertify their CalFresh early to align both redetermination dates. The recipient cannot be required to complete CalFresh redetermination early to align with GA redetermination, however, they shall be notified of their obligation to complete another interview and they may be required to provide updated verifications for CalFresh at that time. The CalFresh and GA redetermination interviews will be scheduled for the same time in order to increase efficiencies for both the client and County.

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B. GENERAL ASSISTANCE ELIGIBILITY STANDARDS

Section 6. Age

To qualify for GA aid, an applicant/recipient must be over the age of 18 with few exceptions.

A married minor or legally emancipated minor may be eligible. If the minor divorces or the marriage is annulled, the applicant/recipient shall revert to minor status and will lose GA eligibility.

If a person under the age of 18 applies for GA aid, an inquiry into his/her circumstances shall be made and documented by Regional Services. A referral to Child Protective Services shall be made if appropriate.

Persons over the age of 65 are required to provide proof of application for Social Security Retirement ("SSR") or Supplemental Security Income ("SSI")/State Supplementary Payment ("SSP") (See Section 12 "Exploration of Available Resources and Benefits").

Section 7. Citizenship

Applicants and recipients of GA must meet citizenship and/or Satisfactory Immigration Status (SIS) requirements that are consistent with Medi-Cal regulation 50301 and/or otherwise be lawfully present in the United States.

Regional Services staff shall verify an applicant meets citizenship requirements. Acceptable verification of citizenship or SIS includes:

- Citizenship has been verified for Medi-Cal through the Social Security Administration ("SSA") data match.
- Applicant provides citizenship or immigration documents, including but not limited to Passport, Birth Certificate, Certificate of Naturalization, Immigration and Naturalization Services ("INS") documents or other documentation showing the applicant/recipient is lawfully present in the United States.

Section 8. Residence

An applicant must be a resident of the Shasta County for at least 15 consecutive days and intend to remain indefinitely in the County.

Although homelessness or the lack of a permanent physical residence does not make a person ineligible for assistance, an exploration of residency will be required in such cases, including discussion of the applicant's intent to stay in Shasta County. Referrals will be made to appropriate agencies for food and lodging assistance, as needed.

Participants are required to maintain County residence at all times and inform the Eligibility Worker within five working days of a change of residence. They are required to provide the street address, a rent receipt, and names of others who share the residence, if the applicant/recipient has

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a residence.

Section 9. Incarceration

GA Aid shall not be paid to persons who are inmates of, or residing in a state hospital, or other state or private institution, jail or prison, residential treatment facility or residential shelter program with a length of stay of 30 days or more. This rule will not apply if the client is residing in a certified alcohol/drug recovery or rehabilitation center that does not receive County General Funds.

Persons who are participants in a County alternative custody program are eligible for the Employment Component of the Program upon the certification of the County department overseeing the individual's alternative custody that the person is (1) authorized to participate in the Employment Component; (2) has complied with the conditions of supervision; and (3) no proceeding or other action has been initiated or taken to revoke or otherwise terminate the person's alternative custody. Participants in a County alternative custody program are still required to satisfy all other requirements for the Employment Component. For purposes of this Manual, the term "alternative custody" includes home electronic confinement, work release, and other such alternative custody programs approved by either the Shasta County Sheriff or the Shasta County Chief Probation Officer, as applicable.

Persons on probation, parole, or Post Release Community Supervision are eligible for GA if they otherwise satisfy the eligibility requirements for the Program.

Section 10. Property

10.1. Real Property

Real property generally is land and related improvements including:

- Buildings, trees and fences attached to the land.
- Mines, patented or unpatented oil, mineral or timber rights.

An applicant or recipient shall be ineligible for GA if such applicant or recipient owns real property, except for the following:

10.1.1. The home in which he/she resides.

10.1.2. Property held in trust for the applicant or recipient that a court has ruled cannot be utilized for the support of the applicant or recipient.

10.1.3. A Native American Tribe member's interest in land held in trust by the United States government.

10.1.4. Real property owned by the applicant, or in which the applicant owns an interest with any other person, which is used to provide the applicant with a home, is disregarded in determining eligibility.

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10.2. Personal Property

Personal property consists of items that are temporary or movable and includes both liquid and non-liquid assets.

Liquid assets include, but are not limited to: cash on hand and in safe deposit boxes; bank accounts such as checking, savings and credit union accounts; building and loan associations, and other financial institutions; stocks or bonds; retirement accounts; and other negotiable instruments.

Non-liquid assets include, but are not limited to: motor vehicles, cash surrender or loan value of insurance policies; mortgages; promissory notes; and the market value of jewelry, farm equipment, livestock, tools, trailers, boats, campers, etc. A trailer or camper that is used as a home shall be exempt.

GA applicants must utilize all available resources before aid is granted.

10.3. Property Limits

For the purpose of determining GA eligibility, the following shall be allowed by the applicant, or in the case of a current recipient, the resource must be brought within allowable limits by the first of the month following the receipt of the resource:

10.3.1. Cash on hand, bank accounts and other liquid assets not to exceed \$100.

10.3.2 One licensed and registered automobile or motorcycle, if used by the applicant/recipient for transportation, shall be excluded as countable property, regardless of value.

10.3.3. Boats, campers, additional vehicles, computers, or other items having a combined market value not exceeding \$300.

10.3.4. Funds placed in trust for funeral or burial expenses to the extent that such funds do not exceed the sum of \$1,000. Funds placed in an irrevocable trust for funeral or burial expenses are exempt.

10.3.5. Up to \$500 cash surrender value of life insurance policies.

10.3.6. Real or personal property co-owned with a person receiving public assistance, SSI/SSP, CalWORKs, and one-half of the value of any community property, unless otherwise exempt.

10.4. Verification of Property

Property shall be verified at application, redetermination and any time property is acquired, sold or transferred during the GA aid period.

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Acceptable verification of real property shall include recent tax receipts or property search reports from official records or other legal documents. Liquid assets shall be verified by obtaining either a current statement or other documentation from the financial institution showing the account type, number and balance.

Automobiles, trucks, and similar vehicles shall be verified by obtaining a copy of the title or registration for the vehicle. The value of the vehicle shall be based on Kelly Blue Book, National Automobile Dealers Association (NADA) or County Appraiser. If the applicant/recipient disagrees with the Kelly Blue Book value, they may provide two written estimates from persons legally authorized to appraise the value of vehicles.

The value of items such as campers, boats, etc., shall be based on documents such as bills of sale or Regional Services' estimates of value.

Liquid assets such as checking, savings, and retirement accounts shall be verified with a copy of the most recent statement or other document showing account type, number and current balance from the financial institution.

Encumbrances shall be verified by documents showing the balance owed and a description of the item encumbered.

The value of items such as, but not limited to, life insurance policies, burial funds placed in trust, crypts, or an interment space for the interment of the applicant/recipient, shall be verified by viewing the documentation or contract.

Non-exempt tools require an estimate of value from a legally authorized dealer in the type of tool being valued.

10.5. Transfer of Property

Any voluntary transfer or assignment of real or personal property within one year prior to the date of application or while receiving assistance, shall be reason for denial or discontinuance of GA. Evidence of decreased value of the property may be submitted to refute market value. (For example, the property damaged by fire, theft, or vandalism).

To determine the number of months of ineligibility, Regional Services shall divide the monthly General Assistance aid payment plus \$100 into the net value of the property transferred. The period of ineligibility shall not exceed one year.

10.6. Spend-down

An applicant/recipient must demonstrate that lump sum payments or other resources received and/or expended in the one-year period preceding the date of application were used only to meet his/her living expenses, to include shelter, rent,

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utilities and food for that period of time or used for the verified purchase of a home or car, home repairs, home insurance and taxes, car upkeep and maintenance, car insurance and registration, the verified payment of a pre-existing written legal debt, (including payment of back rent and utilities), verified medical expenses or alleviation of a verified life-threatening emergency situation not caused by his/her own action. The resources received must have supported the applicant/recipient at the current monthly payment level plus \$100 per month, or actual verified housing and utility expenses plus \$100 per month.

If an applicant/recipient spent resources for any other expenses not listed above, a period of ineligibility may be applied. The amount of unauthorized funds spent shall be divided by the monthly GA maximum aid payment for his/her family size plus \$100 to determine the number of ineligible months.

Section 11. Income

11.1. Income Eligibility

All income shall be verified by viewing check stubs or other documentation showing the source, amount, and date of receipt.

Self-employment and other business enterprise income may be verified by viewing the most current federal income tax return, if available. If this information is not available, the applicant shall be asked to complete the current profit and loss statement being used by the Medi-Cal program.

If the total income, including net earned income, equals or exceeds the basic payment amount, aid shall be denied, discontinued, or suspended. Suspensions shall not exceed one month.

Income used in determining financial eligibility for GA aid includes cash or income-in-kind from any source.

11.2. Earned Income

Earned income includes, but is not limited to, wages, salaries, bonuses, commissions, tips, earned income credit payments and net income from self-employment.

Earned income includes income from roomers and boarders and the rental of rooms which requires daily effort on the part of the applicant/recipient or the sale of produce, livestock, poultry, dairy products and other similar items.

Twenty percent of the gross amount of wages and salaries will be allowed as an income deduction for taxes and other mandatory deductions.

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Deductions from self-employment and other business enterprises will be limited to those allowed on the Federal Income Tax form Schedule C.

The remaining gross earned income shall be used dollar-for-dollar in determining eligibility for and the amount of the GA aid payment.

11.3. Unearned Income

Unearned income consists of unemployment insurance benefits, disability insurance benefits, retirement benefits, SSA benefits, pensions, gifts, and income from any other source that is not considered earned income.

The amount of net unearned income shall be a dollar-for-dollar reduction from the GA aid payment.

11.4. Student Income

Students applying for GA must provide verification of all student loans and grants. The total amount of grants and loans will be prorated over the number of months it is intended to cover, no matter when it is received. Grants and loans paid directly to a third party, (i.e. tuition to the college) shall be exempt from use as income.

To be eligible for GA, a student must be taking fewer than six units; however, an exception shall be made for short-term training programs. Applicants/recipients in the Employment Component must be available to accept employment during normal working hours.

11.5. Payments for Acquisitions of Tribal Lands

Real property payments made on or after January 1, 1976, to Native American Tribe members for past land acquisitions by judgment of the Indian Claims Commission or the Court of Claims shall be exempt, if all of the following conditions exist:

The applicant or recipient has written verification such as an award letter or a signed statement from the U. S. Bureau of Indian Affairs, and

The property is separately identifiable.

11.6. Non-recurring Income/Lump Sums

Lump sums from inheritances, judgments, income tax refunds, and payments for back unemployment or disability benefits, etc., are considered personal property and subject to personal property limits.

Non-recurring income shall be a dollar-for-dollar reduction from the recipient's GA aid payment.

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Non-recurring income that exceeds the recipient's monthly GA aid payment will result in a suspension of eligibility for the following month.

Non-recurring income which is less than the recipient's monthly GA aid payment will be applied as income in determining the following month's payment.

11.7. Contributions-In-Kind

The value of shelter and/or utilities contributed to or earned by the recipient will be considered income.

Income in-kind values will be based on Medi-Cal in-kind values.

11.8. Categorical Aid

The income and resources of another person in the home receiving categorical aid, such as CalWORKs and/or SSI shall not be used to determine the eligibility to General Assistance.

Foster Care payments of an applicant/recipient's Foster Child shall be excluded as income. However, the child shall be considered in the household size when determining the amount of shared housing deduction.

11.9. Rental Income

"Renter" is defined as an individual who rents a separate residence with facilities (usable kitchen and bathroom) from an applicant/recipient.

Rental income shall be computed by deducting from gross income the following expenses upon presentation of a receipt: taxes, interest on encumbrance payments (but not principal payments), insurance, utilities, upkeep and major repairs.

If a complete dwelling unit is rented, Regional Services, after consultation with the recipient, shall:

1. Deduct the amount actually expended each month for upkeep and repairs;
or
2. Deduct 15% of the gross monthly rental plus \$4.17 a month.

11.10. Income from Roomers and Boarders

Roomers are individuals who rent a room or sleeping quarters from the applicant/recipient within or adjacent to the main residence.

Boarders are individuals who rent a room or sleeping quarters from the applicant/recipient within or adjacent to the main residence, with meals included.

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11.11. Refusal to Accept/Apply for Income or Employment

Refusal to apply for, cooperate with, or accept any type of potential income will result in ineligibility to GA until the applicant/recipient has taken all necessary action to comply. Refusal to accept employment, failure to apply for a job, or, except as provided in Section 15, willfully quitting a job, shall result in GA ineligibility for 90 days.

Section 12. Exploration of Available Resources and Benefits

All sources of income or maintenance benefits potentially available to the applicant shall be explored. Applicants shall apply for any potentially available income or maintenance benefits prior to approval of GA aid payment. GA shall be granted pending receipt of other resources or benefits, if the applicant/recipient is complying with all necessary steps to obtain other resources or benefits. Potential sources of income or maintenance include, but are not limited to:

12.1. Veteran's Benefits

Persons potentially eligible for Veteran's services/disability shall apply for appropriate Veteran's services.

12.2. SSI/SSP

Persons over the age of 64 years and 11 months or incapacitated with a severe or chronic disability that is expected to last one year or longer shall apply for SSI/SSP benefits.

12.3. State Disability Insurance ("SDI")

Persons who have worked in the last 19 months and are currently expected to be incapacitated for a period of at least one week shall apply for SDI.

12.4. Workers' Compensation

Persons whose incapacity is linked to a job-related injury or illness will be referred to apply for Workers' Compensation.

12.5. Unemployment Insurance ("UIB")

Persons who have worked in the last 19 months and are currently able to work shall be referred to apply for UIB.

12.6. CalWORKs

Persons potentially eligible to apply for CalWORKs shall apply for said aid.

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12.7. Private Pension Plans

Persons potentially eligible for private pension plans shall apply for such plans.

12.8. Railroad Retirement

Persons who have work history with railroads shall apply for railroad retirement benefits.

12.9. Accident or Damage Suits

Persons who may be reasonably expected to obtain monetary awards from an accident or damage suit shall seek counsel regarding those claims and pursue any valid claims.

12.10. Social Security

Persons who are at least 60 years of age and widowed, persons who are at least 62 years of age and who have been employed, all persons who are at least 65 years of age, and any person who is incapacitated with a chronic or severe disability that is expected to last longer than one year shall apply for SSA benefits.

C. STANDARD OF AID

Section 13. Determination of Amount of Aid

The County standard of aid is \$520 per month.

A recipient who shares housing with others shall have his/her payment reduced by:

- 15% if shared with one other person, **or**
- 20% if shared with two other persons, **or**
- 25% if shared with three or more persons.

The shared housing deduction is based on household size. Households consist of the applicant/recipient and his/her partner, married or unmarried, and other adults living in the home. The household also includes children of any age who receive earned or unearned income. (WIC 17001.5)

Section 14. Ineligibility/Sanctions/Penalties

Applicants or recipients of GA who are currently under a sanction by another county's GA program shall not be eligible for GA in Shasta County until that sanction has cured or lifted.

Persons who are ineligible for county, state or federal cash programs for reasons such as, but not limited to, receipt of lump sum payments, disposal of property, adjustment of overpayment, and/or sanctions for non-cooperation, are not eligible to receive County GA.

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Persons who are ineligible for state or federal cash programs due to the 48-month time-limit requirements for adults shall be ineligible for GA until all of the children of the individual on whose behalf aid was received (whether or not currently living in the home with the individual) are 18 years of age or older. (WIC 17021)

An individual shall not be eligible for aid if he/she is either:

1. Fleeing to avoid prosecution, or custody and confinement after conviction, under the laws of the place from which the individual is fleeing, for a crime that is a felony under the laws of the place which the individual is fleeing, or
2. Violating a condition of probation or parole imposed under federal law or the law of any state. (WIC 17016)

Section 15. Job Quit

An applicant shall not be eligible for GA if he/she has quit a job within 90 days of the application date for GA without good cause. Good cause is limited to the following:

- Applicant is eligible for GA based on incapacitation.
- Employer did not possess appropriate license to engage in business.
- Employer failed to withhold or carry appropriate disability or workers' compensation coverage.
- Employer violated health or safety regulations as verified by Industrial Relations Department, Occupational Safety and Health Administration ("OHSA"), California OSHA ("Cal-OSHA"), or any other licensing or regulatory agency.
- Wages were below applicable state or federal minimum wage.

D. EMPLOYMENT COMPONENT

Applicants or recipients eligible for the Employment Component are individuals who are determined to be physically and mentally able to participate in the employment component of the GA program for 12 or more hours per week. All recipients of GA must be evaluated for eligibility in the Employment Component.

Section 16. Work Readiness

An Individual Employment Plan (DSS 5065) ("Plan") shall be developed for each Employment Component recipient. The Plan shall be a contract between the participant and Regional Services. Regional Services shall identify what activities, including Job Club, Supervised Work Searches, and Unsupervised Work Searches, will be required of the recipient to complete the Plan.

The recipient's conduct while participating in the Regional Services' Work Readiness Program will conform to set rules as described in the Employment Component Policies reviewed and signed at GA orientation. Barriers to employment shall be identified and compliance with recommended treatment will be required and enforced through the sanction process described in the Employment Component Policies, reviewed and signed during GA orientation.

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Section 17. Time Limits for Employables

An employable individual is prohibited from receiving GA for more than three months in any 12-month period whether or not the months are consecutive. General Assistance received from another county in California shall be applied to the three-month limit. (WIC 17001.5(a)(4))

Section 18. Work Search Requirements

A minimum of 10 employer contacts must be made with potential employers each week. At least five of those contacts must include the submission of a job application. Failure to comply with these requirements shall be evaluated for good cause. Acceptable employer contacts shall be limited to employers for whom the job applicant might qualify for a position with the company. A completed Work Search Log shall be submitted weekly to the Employment and Training Worker. General Assistance staff shall verify a minimum of one contact each week with the employer. Falsification of Work Search documentation will result in discontinuance of GA and result in the applicant/recipient's ineligibility to GA aid as follows:

- 30 days for the first violation;
- 60 days for a second violation; and
- 90 days for third or subsequent violations.

Section 19. Sanctions

If a recipient fails to comply with Employment Component requirement(s) without Good Cause, the County will take steps to reduce or discontinue the recipient's aid loan amount. The type of penalty implemented will be as listed below.

The penalty for failure to comply with the Work Search requirement shall be:

- 10% benefit reduction for the first violation;
- 50% benefit reduction for the second violation; and
- Discontinuance of benefits for the third and subsequent violations.

County shall discontinue aid with respect to any recipient who is employable if the recipient engages in any of the following conduct:

- A. Fails, or refuses, without Good Cause, to participate in a qualified job training program, participation of which is a condition of receipt of assistance.
- B. After completion of a job training program, fails, or refuses, without Good Cause, to accept an offer of appropriate employment.
- C. Persistently fails, or refuses, without Good Cause, to cooperate with the county in its efforts to do any of the following:
 - a. Enroll the recipient in a job training program.
 - b. After completion of a job training program, locate and secure appropriate employment for the recipient.
- D. For purposes of this section, lack of Good Cause may be demonstrated by a showing of any of the following:
 - a. The willful failure, or refusal, of the recipient to participate in a job training program, accept appropriate employment, or cooperate with Regional Services in

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- enrolling in a training program or locating employment.
- b. Not less than three separate acts of negligent failure of the recipient to engage in Employment Component activities.

If a recipient fails to comply with any other Employment Component requirements, the Employment and Training Worker will determine if the recipient has Good Cause for failure to comply with component requirements.

Prior to taking any negative action, the Employment and Training Worker will attempt to contact the recipient by phone to make a determination of Good Cause. All contacts or attempts shall be documented in the County's C-IV Journal. If the Employment and Training Worker is unable to reach the recipient by phone after two attempts on consecutive days, action can be taken to sanction the GA aid benefits. A timely NOA is required to decrease or discontinue benefits due to sanction. (See Section F "Notice of Action").

The penalty for persistent failure to attend or consistent lateness for orientation, Job Club, Supervised Work Search, or Workfare without Good Cause shall be discontinuance of GA aid payment. The applicant/recipient will be ineligible to benefits as follows:

- 30 days for the first violation;
- 60 days for a second violation; and
- 90 days for third or subsequent violations.

If the recipient does not agree with the action taken, they may file for a Fair Hearing. Information on how to file for a Fair Hearing is listed on the back of the NOA.

Sanction and penalty periods will be served consecutively effective the date of discontinuance. Any months where the recipient does not receive GA aid benefits will not count towards their three-month time limit.

If the applicant/recipient's GA aid payment is denied or discontinued, he/she may reapply for the GA Program at the end of the sanction/penalty period.

E. INCAPACITATED COMPONENT

Section 20. Incapacitation

Incapacity is defined as a physical or mental condition which significantly limits an individual's ability to be regularly employed or participate in GA work search preparation and/or training activities. A person will be deemed incapacitated if they are unable to work or participate in GA work search preparation and/or training for 12 or more hours a week.

Evaluation of an individual's incapacity must be accomplished by a licensed health care professional. Unless an individual has already received three months of GA aid benefits in the last 12 months as an Employment Component recipient, benefits shall be granted pending verification of incapacity.

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If the applicant/recipient indicates he/she is unable to accept employment or participate in training activities due to incapacity, they may be eligible to extended GA aid benefits while the incapacity continues or while they are waiting for a determination by the SSA for SSI Income.

Individuals indicating incapacity will be given a General Assistance Disability Assessment Review (DSS 5101) packet. The applicant/recipient shall be given 30 days to return the completed DSS 5101. The applicant/recipient may opt to provide an alternative format of verification of incapacity if such documentation is completed by a licensed health care professional and adequately verifies the applicant/recipient meets all criteria for incapacity as outlined below.

The medical statement will define the length of the incapacity; the applicant's/recipient's capacity to participate in work, work search preparation and/or training activities and include the number of hours they can work or participate per day and per week. If the medical statement indicates the applicant/recipient is able to participate in work or training activity at least 12 hours a week, they shall be referred to the Employment component. Applicants/recipients shall be responsible for keeping all appointments for medical and/or mental health treatment, substance abuse and laboratory work and are required to continue treatment, so long as the treatment can be provided to the applicant/recipient at no cost to them. The applicant/recipient must cooperate in seeking and obtaining substance abuse, mental health, or medical treatment. Failure to do so without Good Cause shall result in a finding that the applicant/recipient was employable.

To be eligible for the Incapacitated Component, the applicant/recipient must meet the following criteria:

- The incapacity must be expected to last at least 30 calendar days; **and**
- The incapacity significantly impairs the individual's ability to be regularly employed or participate in training activities more than 12 hours a week; **and**
- The individual is actively seeking ongoing appropriate medical treatment for the incapacity. Actively seeking treatment shall be defined by the licensed health care provider who completes the medical statement. This requirement shall only be imposed as long as treatment is provided to the client at no cost.

Verification of incapacitation shall be required if the applicant/recipient indicates to GA staff they are unable to participate in the Employment Component. Verification shall also be required when the duration of the incapacity ends (as indicated on the medical statement by a licensed health care provider) or every six months, whichever occurs earlier.

If the applicant/recipient or licensed health care provider indicates the applicant/recipient has an incapacity which is expected to last 12 months or more, the applicant/recipient shall be referred to the SSA to apply for SSI.

The applicant/recipient shall provide proof of application for SSI and sign an "Authorization for Reimbursement of Interim Assistance" (SSP-14). The applicant/recipient will be granted GA aid pending the SSI/SSP eligibility determination. The SSP-14 shall be forwarded to the SSA within 30 days of signing to ensure the possibility of reimbursement from Social Security Administration's first retroactive payment due an individual is sent to Regional Services for repayment of the GA aid loan.

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Applicants/recipients are required to cooperate fully with the SSA in the SSI eligibility determination process by providing all information necessary for the eligibility determination, attending all medical appointments, and continuing the application process through the final level of administrative appeal.

Failure to follow through with the SSI/SSP application or the SSA requirements shall result in a finding that the applicant/recipient was employable.

If the initial application for SSI/SSP is denied, the applicant/recipient must provide proof of pursuit of all levels of appeal within 30 days of notification of denial to continue receiving GA.

If the SSI appeal is denied by the Administrative Law Judge ("ALJ"), the applicant/recipient's condition shall be reevaluated using the DSS 5101 packet to determine if they continue to meet the standard for incapacity.

If the applicant/recipient is found to no longer meet the Incapacitated Component requirement, they may be issued three months of aid under the Employment Component unless the individual has already received three months of GA aid benefits in the last 12 months as an Employment Component recipient.

If the applicant/recipient believes they meet the standard for Incapacity and has filed an appeal with the SSA Appeals Council, the applicant/recipient may file for a Fair Hearing. The County GA Appeals Board has the authority to determine if Interim Assistance benefits may continue pending the final determination by the SSA Appeals Council. If the applicant/recipient indicates they have a new or worsening condition, they will be required to provide proof they have filed a new SSI/SSP application.

Participants who have been aided 12 months or longer shall have their case reviewed monthly by the County's Disability Review Team to determine if all necessary steps have been taken by or for the applicant/recipient to be granted SSI/SSP.

Section 21. Advocate for Disability Benefits

Those applicants who apply for benefits from the SSA will receive Advocacy Services as from Regional Services necessary to ensure successful completion of the SSI/SSP or other benefit application process and subsequent reconsideration and/or appeal of their claim to the SSA.

Advocacy Services may include, but are not limited to, assistance in securing an appointment at the SSA office, assistance in completing the SSI/SSP application packet, assistance in locating and/or obtaining medical records, arranging and/or providing transportation to medical appointments and the SSA, and representation at the administration hearing level. The Advocate shall have a face-to-face interview with the SSI applicant and obtain a signed release of information.

Incapacitated Component applicants/recipients shall be informed of their right to be represented by private counsel at the administrative hearing level of the SSI claim, and Regional Services staff

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shall assist in locating a private attorney appropriate to their needs, if desired.

F. NOTICE OF ACTION

An adequate NOA is required for all GA denials, withdrawals, approvals, discontinuances, sanctions and budget changes. Adequate notice means all NOAs must contain the following information at a minimum:

- Case name and address
- Eligibility Worker name and phone number
- NOA issuance date
- Effective date action will be taken
- Explanation of the action to be taken and reason for that action
- If GA aid is denied or discontinued for Failure to Provide, NOA must include a list of any verifications the applicant/recipient did not provide.
- Manual section reference or WIC regulation if the action is adverse.
- Budget computation for discontinuance of aid, decrease in aid payment amount due to income and approvals if less than the maximum aid payment will be issued.
- An explanation of the applicant/recipient's right to a Fair Hearing, the deadline to file a request for a Fair Hearing and the deadline to receive aid paid pending.
- The period of time the aid covers, if appropriate or the specific dates of any sanction period.
- The right of the applicant or recipient to consult legal counsel regarding the NOA and the contact information for Legal Services of Northern California.

A timely NOA is required for all discontinuances, sanctions and decreases in grant. Timely notice means any written NOA must be mailed to the affected applicant/recipient at least 10 calendar days prior to the effective date of the proposed action to reduce, discontinue, or terminate GA aid.

G. DENIAL OR DISCONTINUANCE DUE TO FAILURE TO PROVIDE

Any denial or discontinuance of GA aid for failure to provide required information must be remedied at the time of reapplication. If a recipient provides missing documentation by the first working day following the effective date of discontinuance, the General Assistance benefits may be rescinded.

H. FAIR HEARINGS

Section 22. Appeals Board

The Appeals Board is comprised of the Director of Regional Services, County Executive Officer and Director of Mental Health Services (or outside party with employment expertise), or their designees.

The Appeals Board will review the action taken by Regional Services to determine if the criteria set forth in the Manual were correctly applied and in accordance with WIC Division 9 Part 5 or other applicable state or federal law. The Appeals Board will hear testimony and consider evidence

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presented by the applicant/recipient and/or their authorized representative. All Fair Hearings shall be recorded. All appeals must be submitted to Regional Services or HHSA Administrative Hearings within 30 days of the date of the NOA. An appeal may be submitted verbally or in writing.

The decision of the Appeals Board is final and there is no further appeal to the Board or to any other body.

Section 23. Aid Paid Pending the Fair Hearing

Aid will be paid pending the appeal hearing only if the recipient submits an appeal prior to the effective date of the action for a decrease in aid payment amounts or discontinuance of GA aid. Aid paid pending is not applicable for application denials or if the recipient has received all aid entitlements in the Employment Component in a 12-month period.

Aid paid pending is not applicable for appeals of discontinuance of GA aid due to a denial of SSA by an ALJ.

Section 24. Fair Hearing Postponements/Failure to Appear

Failure to appear to a scheduled Fair Hearing without good cause will result in the dismissal of the appeal. If within five days after the date of the scheduled Fair Hearing, the applicant/recipient requests the Fair Hearing be reinstated and establishes good cause for failing to appear at the Fair Hearing, the Fair Hearing shall be rescheduled.

If the Fair Hearing is rescheduled, any applicable aid pending the outcome of the Fair Hearing shall also be reinstated.

The Fair Hearing may be postponed by the Appeals Board upon a showing by the applicant/recipient of good cause for postponement necessitated by:

- Death in the family (spouse, parent or child).
- Personal illness or injury.
- Traffic accident on the day of the hearing.
- Illness or injury of a family member who required immediate care.
- Other documented reasons showing good cause for a postponement as determined by Regional Services.

A postponement of the Fair Hearing may also be ordered at the Appeal Board's discretion by Regional Services:

- If the full Appeals Board is not present for the scheduled Fair Hearing.
- To consult with County Counsel.

Section 25. Written Notification

The decision of the Appeals Board shall be in writing and shall be mailed to the applicant/recipient within five days of the conclusion of the Fair Hearing.

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The Appeals Board shall advise the applicant/recipient of the basis for its decision and that its decision is final. The Appeals Board has no authority to change regulations. However, the Appeals Board has the authority to rule that the County's action violates WIC Division 9 Part 5 or other applicable state or federal law.

I. RECOVERY

Section 26. Liens

An applicant for or a recipient of GA aid shall be required to execute a Reimbursement Agreement Consent to Lien and Assignment of Fund ("Lien") in favor of the County with regard to any real or personal property the applicant/recipient has or may acquire. This shall include, but is not limited to, such holdings as unpatented mining claims, real property, workers' compensation claims, SSI retroactive awards, personal injury settlements or judgments, inheritance, etc.

A copy of the Lien shall be given to the applicant/recipient at the time it is signed and the original and one copy shall be placed in the applicant/recipient's case file. At the time of discontinuance of the case, the original of the Lien shall be forwarded to the County's Collection Unit. Liens may be recorded with the County Recorder.

If the applicant refuses to sign a Lien, the GA application shall be denied. Repayment is not required when the GA aid payment is earned through the Employment Component in GA Program.

Liens on real property will not be enforced during the life of the recipient unless the property is sold, conveyed, or otherwise disposed of. Liens on personal property such as, but not limited to, personal injury judgments or settlements, workers' compensation awards, and SSI retroactive payments, shall be satisfied at the time of award. A Lien on all other types of property shall remain in effect for four years from the time of discontinuance of GA or such time as the Lien is fully satisfied. Property does not include wages, per se, but only includes any surplus of wages retained by the recipient after meeting the needs of him/herself or their family.

County Collection Unit efforts on repayments may include contracting with a private collection agency to act on the County's behalf.

Section 27. Overpayments

An overpayment occurs when the recipient receives GA aid for which he/she was not eligible. An overpayment may be the result of a recipient's failure to promptly provide required information, an administrative error, and/or due to unanticipated income.

When a recipient is overpaid GA aid in a current month due to the receipt of income not deducted because of a recipient-caused error or administrative error, he/she shall be informed that the income will be considered to meet his/her needs in the following month.

If the overpayment occurred in a month prior to the current month, the amount of the overpayment shall be deducted monthly at a rate of 5% on administrative overpayments, 10% on recipient-

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caused overpayments.

Section 28. Underpayments

An underpayment occurs when the recipient fails to report changes in his/her circumstances or as the result of administrative error.

- Any adjustment to a GA payment for an underpayment shall first be balanced (offset) against any existing overpayment.
- Underpayments for the recipient's failure to report a change may be issued for current month only.
- The County may issue administrative-caused underpayments for not more than 12 months prior to the date the County is notified or otherwise discovers that a loss to a household has occurred.
- An underpayment shall not be considered income for the purposes of calculating a recipient's GA benefit.
- Prior month(s) underpayment(s) will be considered property and will be counted towards the recipient's property limit.
- Prior month overpayments will not be issued on cases discontinued due to the receipt of SSI benefits.

Section 29. Fraud

If an applicant/recipient willfully and knowingly, with intent to deceive, makes a false statement or representation, or fails to disclose a material fact pertaining to his/her property, income, pending claims or other financial resources, or continues to receive GA aid to which he/she is not entitled, Regional Services may make appropriate referral to the District Attorney and/or County Counsel for necessary criminal or civil action.

J. PROGRAM INTEGRITY

To ensure program integrity, an audit of cases will be conducted no less than annually. The Regional Services staff person(s) responsible for review of the cases shall be an Analyst or Program Manager (or higher position) from a different division within Regional Services. During the audit, the Regional Services staff person shall review at least 10 percent of the total number of cases of prior month denials, cases active during the review month, and cases discontinued in the prior month.

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE GENERAL ASSISTANCE PROGRAM MANUAL**

WHEREAS, Welfare and Institutions Code section 17001 provides that the Board of Supervisors shall adopt standards of aid and care for indigent poor of the County; and

WHEREAS, in compliance with section 17001 the Board of Supervisors has previously adopted a general assistance program manual; and

WHEREAS, there have been recent revisions to the Welfare and Institutions Code; and

WHEREAS, General Assistance (“GA”) Program Manual updates are appropriate to: (a) assure due process is given to each applicant or recipient; (b) add consistency to the program and streamline processes to promote efficiency; and (c) other minor changes to reflect current practices, improve its format and readability, and to update and clarify text.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta does hereby approve and adopt the amended GA Program Manual effective October 1, 2019, attached to this resolution.

DULY PASSED AND ADOPTED this _____th/st day of _____, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2017-_____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

GENERAL ASSISTANCE PROGRAM MANUAL

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A. GENERAL PROVISIONS

Section 1. Authority for and Amendments to Manual

Section 17000 of the Welfare and Institutions Code ("WIC") states "Every county and every city and county shall relieve and support all incompetent, poor, indigent persons and those incapacitated by age, disease or accident, lawfully resident therein, when such persons are not supported and/or relieved by their relatives or friends or by their own means, or by state hospitals or other state or private institutions."

The board of supervisors of each county must adopt standards of aid or care for the indigent and dependent poor of the county. (Section 17001)

This General Assistance ("GA") Program ~~manual~~Manual ("Manual") reflects the standards of indigent cash aid and cash aid loans ("aid") adopted by the Shasta County ("County") Board of Supervisors ("Board").

The current Manual shall be made available on the Shasta County Health and Human Services Agency ("HHS") Regional Services Branch ("Regional Services") Intranet page.

Section 2. Administration; and Program Goals

Indigent services are administered by ~~Health and Human Services Agency~~Regional Services ("Regional Services") under the authority of the Board of Supervisors. Unlike the assistance programs included in the Social Security Act, each county board of supervisors establishes its own policies, rules and regulations to carry out the intent of the law, and these policies may vary from time to time due to economic conditions.

The Branch Director of Regional Services has the responsibility to recommend substantive revisions to this ~~manual~~Manual for adoption by the Board of Supervisors. However, the Branch Director is authorized to make non-substantive modifications to this ~~manual~~Manual. "Non-substantive modifications" means language changes that clarify the text and which do not change the amount of aid to be paid or affect the rights or responsibilities of applicants for or recipients of aid. Non-substantive modifications include updates to the Manual for changes in laws or regulations directly related to the GA Program ("Program"). The Director of HHS or his/her designee is authorized by the Board to implement changes to the GA maximum monthly aid payment/loan to align with adjustments to the CalWORKs Maximum Assistance Payment (MAP). (Board of Supervisors Resolution No. 2013-149, 12/17/13).

Although the County's fiscal limitations must be recognized, an attempt must be made to avoid extreme hardship for indigent needy people. Because of these limitations, it ~~behooves~~is expected Regional Services ~~to shall~~ administer the ~~program~~Program in a manner consistent with good

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casework practice, ~~butwhile~~ at the same time, ~~with a focus~~focusing on every available resource that might be used in alleviating the applicant's need.

It is the policy of the Board ~~of Supervisors~~ that ~~General Assistance~~the Program in the County ~~of Shasta~~ shall be administered in such a manner as to:

- A. ~~A.~~—Preserve the dignity and self-respect of the indigent needy person; and
- B. ~~B.~~—Assure uniform, equitable treatment of all indigent needy persons; and
- C. ~~C.~~—Assure that only genuinely indigent needy persons, as defined in the ~~manual~~Manual, receive services as determined eligible; and
- D. ~~D.~~—Assure that every possible effort is made by recipients with the help of Regional Services and other agencies to assist in becoming productive community members; and
- E. ~~E.~~—Assure that persons who receive ~~General Assistance~~GA aid shall repay to the County the value of such assistance if, ~~after receiving General Assistance~~, such persons are capable of making repayment; and
- F. Assist in obtaining a sustainable income to help alleviate poverty for indigent needy persons in the community.
- G. Assure services provided shall comply with the Americans with Disabilities Act (“ADA”) policies set forth in Shasta County Administrative Manual Section 1-117.

Section 3.

~~Section 3.~~ Confidentiality

Personally Identifiable Information (PII) and all other eligibility information concerning the circumstances of any particular client, including whether that person is or is not an applicant or recipient, shall not be disclosed for any purposes not directly related to the administration of public social services programs, except as specified in WIC 17006.5 to Law Enforcement officials.

To protect the confidentiality of an individual public assistance applicant or recipient, the individual must be afforded the opportunity to provide needed information or verifications in a manner that does not identify the individual as a public assistance applicant or recipient.

Section — 4. Good Cause Determination

Good Cause is the applicant/recipients reason for failure to comply with terms of the Program. County staff is responsible for making a Good Cause determination, wherever Good Cause applies pursuant to this Manual. The following conditions may be considered for Good Cause:

- A. Death or Illness of immediate family (spouse, parent or child).
- B. Obtained permanent or temporary employment.
- C. Required court appearance.
- D. Requirements to maintain compliance with Probation or Parole.
- E. Weather or other act of nature prevented travel.

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F. Temporary transportation obstacle (such as car broke down or bus did not run as scheduled).

G. Disability (such as physical or mental impairment that substantially limits one or more major life activities, such as, but not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, etc.) of applicant/recipient interferes with the applicant or recipient's ability to comply.

The recipient shall be required to provide verification for all Good Cause requests.

Section 5. Application, ~~Investigation~~Redetermination and Reporting

A prompt, Regional Services shall complete and careful investigation a thorough review of the needs and resources of each applicant for indigent aid is required. Eligibility. At application and the granting of assistance must be based on sound evidence.

redetermination, Regional Services is responsible for completing an accurate verification of verifying all eligibility requirements as set forth in this manual. Manual.

The applicant is the first source of information to establish eligibility for aid. Staff is responsible for exercising due diligence in assisting the applicant in proving his/her eligibility for assistance.

3.1. Inquiry and Statement of Facts

Upon application for General Assistance, each applicant shall complete a General Assistance Inquiry and a Statement of Facts which will be used is required to attend a face-to-face eligibility interview, complete and sign all necessary forms, and provide information and/or documentation necessary to determine eligibility at application and renewal.

3.2. Substance Abuse Questions to the General Assistance program. The County

If the applicant answers two or more of the health-related questions yes, a referral shall be made to Shasta County Health and Human Services Agency, Adult Branch, Outpatient Alcohol and Drug Program (ADP).

If an applicant/recipient comes into Regional Services apparently under the influence of alcohol or drugs, a referral shall be made to ADP.

3.3. Beginning Date and Timing of Aid

The date of application shall be the date all eligibility factors have been verified. This date shall be the beginning date for aid. assist the applicant in obtaining required verification from third-party sources if it is determined the applicant has made a good faith effort to obtain the verification. Good faith means the applicant has attempted to comply within the limits of his/her capabilities and resources but was unable to obtain the verifications.

Any individual has the right to apply for aid. An applicant who appears ineligible must still be

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allowed to exercise his/her right to make an application. Applicants must be assessed for all available GA Components, including, but not limited to, the Employment and Incapacitated Component.

Each applicant requesting GA shall submit a signed General Assistance Application (DSS 5100). The application is not considered received unless it contains a minimum of the following:

- Applicants Name
- Household's Address (where mail can be received)
- Signature of Applicant

If the applicant ~~Except as provided in Section 16 (regarding employable persons), aid~~ fails to attend the scheduled face-to-face eligibility interview ("interview") and does not call to reschedule within one business day without Good Cause, the application will be denied and a Notice of Action (NOA) will be sent (see Section F "Notice of Action") which states the basis for denial. If the applicant fails to provide required verifications by the original or approved extended due date, the application will be denied and appropriate NOA sent. If the client wishes to reapply, they must submit a new application.

5.1. Beginning Date of Aid

The beginning date of aid shall be the date an application is received and contains the minimum required information as defined above in Section 5 and all eligibility requirements are determined to have been met. If the applicant is not eligible on the date an application is received, the beginning date of aid shall be the first date in which all eligibility requirements are met after the application is received. If an applicant's beginning date of aid is more than 15 days after the date an application is received, the application shall be denied and appropriate NOA will be sent as set forth in Section F "Notice of Action".

5.2 Timing of Aid

Aid for Incapacitation cases shall be paid on the ~~first~~ 1st day of each month. Aid for Employment Component cases shall be paid twice a month, half on the 1st of the month and half on the 15th of the month.

Identified via Caller ID. Phone not answered

3.45.3 Application Processing Procedure

An individual requesting aid shall submit a DSS 5100 in person to any Regional Services reception. Regional Services shall accept any application as filed if it contains a minimum of the applicant's name, address where mail can be received and applicant's signature.

When an application is received, Regional Services shall offer the applicant the next available appointment for an interview. If a same day interview is not available, the applicant will be given a letter stating an appointment date, time and location. Applicants may either call prior to their appointment or within one

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business day of a missed appointment to reschedule an appointment.

The Eligibility Worker shall conduct the interview with the applicant. During the interview, the Eligibility Worker will assist the applicant, if necessary, with completing the DSS 5100, review with the applicant the Program rights and responsibilities and obtain applicant's signature on required forms.

Upon completion of the interview, the Eligibility Worker will give the applicant a verification checklist describing any information and/or documents required to determine eligibility for the Program. The applicant will have 10 calendar days to provide the requested information and/or documentation. The applicant must submit a verbal or written request in advance of the due date to extend the due date if they are unable to meet the 10-day deadline due to circumstances beyond their control. An applicant can request a 10-day extension. No aid benefits shall be issued until the application process is complete and eligibility has been determined.

Once all required documents and information have been submitted, a potentially eligible applicant shall be scheduled an appointment to return and sign a "Reimbursement Agreement" (See Section 26 "Liens") and when applicable, "Authorization for Reimbursement of Interim Assistance" (SSP 14). Regional Services should attempt to confer with a potentially eligible applicant to schedule a return appointment as soon as possible if a same-day appointment is unavailable. Applicant will be given or mailed an appointment letter when scheduling the appointment for another business day. The return appointment shall be scheduled as soon as possible. Applicants who have a beginning date of aid other than the application date (See Section 5.1 "Beginning date of Aid") will be scheduled to return no earlier than two business days prior to their beginning date of aid. Once a determination of eligibility is complete an appropriate NOA will be sent to the applicant. (See Section F "Notice of Action").

5.4. Substance Use Screening

Eligibility Worker will use HHSA substance use screening with all GA applicants/recipients.

If substance use screening results in a reasonable suspicion the individual is dependent on drugs or alcohol, Regional Services shall require the applicant/recipient to undergo assessment for substance abuse by a professional evaluator. All persons assessed, professionally evaluated and determined to be in need of treatment shall participate in a substance abuse and/or alcohol treatment program as recommended by the professional evaluator. Participation can only be required if the services are available at no charge to the applicant/recipient. (WIC 17001.51)

5.5. Reporting Responsibilities

During the eligibility application and redetermination interview, the

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~~applicant is to~~ recipient shall be informed of his ~~or~~ her reporting responsibility to. Applicant/recipient shall report to his ~~or her~~ Case Manager, by telephone, letter, office

visit, or income report/ her Eligibility Worker within five days, any change affecting his ~~or~~ her General AssistanceGA aid payment or eligibility ~~within five working days~~ including, but not limited to, change of address, income, resources and/or family and household composition. Changes may be reported by telephone, letter, office visit, or income report.

3.5.6. Monthly Reporting

All recipients must complete and submit a General Assistance Monthly Income ReportsReport ("GA Income Report") by the 5th of the month following the report month. The report forms shall be provided to recipient by Regional Services.

~~If the recipient fails to submit a completed report by the 5th of the month following the report month, eligibility will be discontinued.~~

3.6. Job Search Reports

~~Recipients who are employable must submit a currently dated Job Search Employer Contact Sheet, DSS 5026, weekly to the CalFresh Employment and Training (CFET) worker.~~

~~3The GA Income Report will be considered late when received after the 11th of the month. Aid benefits may be discontinued or delayed if the GA Income Report is late or incomplete. If a complete GA Income Report is not submitted by the first business day of the month following the submit month the client must reapply for Program aid benefits.~~

5.7. Renewals Redetermination

Each continuing ~~General AssistanceGA~~ case shall include a complete reinvestigationin person redetermination of eligibility at least every 12 months. A random reinvestigationredetermination may be conducted at any time if eligibility is in question.

3.8. Verification of Available Resources

3.8.1. Real **Property**

~~Real Property holdings described in section 7.1 shall be verified by recent tax receipts or property search reports from official records or other legal documents.~~

3.8.2. Personal Property

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~~The value of automobiles, trucks, and similar vehicles shall be based on:~~

~~—Kelly Blue Book, or~~

~~—Two written estimates from persons authorized to value automobiles if the client disagrees with the Blue Book value.~~

~~Encumbrances of record on vehicles are written documents showing a balance owed and a description of the item encumbered.~~

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~~The value of items such as campers, boats, etc., shall be verified by viewing such documents as registrations, bills of sale, or estimates of value. recipient will be required to sign a current application and updated SSP 14 (if applicable).~~

~~Items such as, but not limited to, life insurance policies, burial funds placed in trust, crypts, or an interment space for the interment of the applicant, shall be verified by viewing documentation or contract.~~

~~Non-exempt tools require an estimate of value from an authorized dealer.~~

~~3.9. Income Verification~~

~~Wages and salaries shall be verified by viewing check stubs or other documentation from the employer indicating the source, amount, and date of receipt.~~

~~Self-employment and other business enterprise income may be verified by viewing the most current federal income tax return, if available.~~

~~If this information is not available, the applicant may be asked to complete the current profit and loss statement being used by the Medi-Cal program.~~

~~All other income from any source shall be verified by reviewing documentation from the source of the income.~~

~~See Section 9.1.~~

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If the GA recipient also receives CalFresh benefits, then the GA redetermination period shall be shortened to align with an active CalFresh recertification (CF RE) period unless the CF RE is due within 60 days of the GA redetermination, in which case, recipient shall have the opportunity to recertify their CalFresh early to align both redetermination dates. The recipient cannot be required to complete CalFresh redetermination early to align with GA redetermination, however, they shall be notified of their obligation to complete another interview and they may be required to provide updated verifications for CalFresh at that time. The CalFresh and GA redetermination interviews will be scheduled for the same time in order to increase efficiencies for both the client and County.

B. GENERAL ASSISTANCE ELIGIBILITY STANDARDS

Section 4. ~~6.~~ Age

Any Shasta County resident age 18 to 64 may apply for General Assistance; at age 62, applicants must apply for all available sources of income. To qualify for GA aid, an applicant/recipient must be over the age of 18 with few exceptions.

A married minor or legally emancipated minor may ~~also apply be eligible~~. If the minor divorces or the marriage is annulled, the applicant/recipient shall revert ~~back~~ to minor status and will lose ~~General Assistance~~GA eligibility.

If a person under the age of 18 applies for GA aid, an inquiry into his/her circumstances shall be made and documented ~~by Regional Services~~. A referral to Child Protective Services shall be made if appropriate.

Persons over the age of 65 or older are eligible for required to provide proof of application for Social Security or Retirement ("SSR") or Supplemental Security Income ("SSI")/State Supplementary Payment ("SSP") (See Section 12 "Exploration of Available Resources and may apply for General Assistance ONLY in case of inability to process an SSI/SSP or Social Security application for reasons beyond their control. Benefits").

~~Aid may be extended only with verification of continued efforts to secure needed verifications for the Social Security office.~~

~~Section 5~~ 7. Citizenship

Citizenship Applicants and recipients of GA must meet citizenship and/or Satisfactory Immigration Status (SIS) is a requirement for General Assistance.

If the applicant is determined not to requirements that are consistent with Medi-Cal regulation 50301 and/or otherwise be a citizen and if SIS cannot be established, the applicant is to be reported to lawfully present in the United States Immigration and Customs Enforcement.

Regional Services staff shall verify an applicant meets citizenship requirements. Acceptable

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verification of citizenship or SIS includes:

- Citizenship has been verified for Medi-Cal through the Social Security Administration (“SSA”) data match.
- Applicant provides citizenship or immigration documents, including but not limited to Passport, Birth Certificate, Certificate of Naturalization, Immigration and Naturalization Services (“INS”) documents or other documentation showing the applicant/recipient is lawfully present in the United States.

Section 6—8. Residence/~~Incarceration~~

The

An applicant must be a resident of the Shasta County for at least 15 consecutive days immediately prior and intend to remain indefinitely in the date of the application County.

~~Residency occurs when there is a union of act and intent to reside in the county.~~

Although homelessness or the lack of a permanent physical residence does not make a person ineligible for assistance, ~~a more detailed~~ an exploration of residency will be required in such cases, including discussion of the applicant’s ~~employment plan, living arrangements, anticipation of aid from other public programs, etc. No aid shall be paid to transients.~~ intent to stay in Shasta County. Referrals will be made to ~~The Salvation Army, People of Progress, and the Rescue Mission~~ appropriate agencies for food and lodging assistance, as needed.

Participants are required to maintain ~~county~~ County residence at all times and inform the ~~Case Manager of any changes~~ Eligibility Worker within five working days of a ~~move~~ change of ~~residency~~ residence. They are required to provide the street address, a rent receipt, and ~~the~~ names of others who share the residence, if the applicant/recipient has a residence.

Section 9. Incarceration

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~~The participant shall provide signed documents stating that he or she is living at a certain address. If this or any document signed under penalty of perjury is falsified, he or she can be fined and/or jailed if convicted.~~

General Assistance

GA Aid shall not be paid to persons who are inmates of, or residing in a ~~State~~state hospital, or other ~~State~~state or private institution, jail or prison, residential treatment facility or residential shelter program with a length of stay of 30 days or more ~~unless it. This rule will not apply if the client is residing in a certified alcohol/drug recovery or rehabilitation center not receiving county general funds. However, persons that does not receive County General Funds.~~

Persons who are participants in a ~~Shasta~~ County alternative custody program are eligible for the ~~Employable Program~~Employment Component of the Program upon the certification of the County department overseeing the individual's alternative custody that the person is (1) authorized to participate in the ~~Employable Program~~Employment Component; (2) has complied with the conditions of supervision; and (3) ~~that~~ no proceeding or other action has been initiated or taken to revoke or otherwise terminate the person's alternative custody, ~~Any such person participating.~~ Participants in a ~~Shasta~~ County alternative custody program ~~is~~are still required to satisfy all other requirements for ~~the Employable Program~~Employment Component. For purposes of this Manual, the term "alternative custody" includes home electronic confinement, work release, and other such alternative custody programs approved by either the Shasta County Sheriff or the Shasta County Chief Probation Officer, as applicable.

~~The term "alternative custody" shall not include persons~~Persons on probation, parole, or ~~post release community supervision. Such persons~~Post Release Community Supervision are eligible for ~~General Assistance~~GA if they otherwise satisfy the eligibility requirements for ~~General Assistance~~the Program.

Section 10. Property

7

10.1. Real Property

~~7.1. Property Limits:~~

Real property generally is land and related improvements including:

- Buildings, trees and fences attached to the land.
- Mines, patented or unpatented oil, mineral or timber rights.

An applicant or recipient shall be ineligible for ~~General Assistance~~GA if such applicant or recipient owns real property ~~other than the home in which he/she resides~~, except for the following:

~~7.1.1. Real property~~10.1.1. The home in which he/she resides.

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10.1.2. Property held in trust for the applicant or recipient that a court has ruled cannot be utilized for the support of the applicant or recipient.

~~710.1.2.~~ 3. A Native American Tribe member's interest in land held in trust by the United States government.

~~710.1.3.~~ 4. Real property owned by the applicant, or in which the applicant owns an interest with any other person, which is used to provide the applicant with a home, is disregarded in determining eligibility.

~~710.2.~~ Transfer of Real Property

~~Any voluntary transfer of real property within one year prior to the date of application or while receiving assistance, without adequate consideration, shall be reason for denial or discontinuance of General Assistance. Adequate consideration shall be the market value of the property in question less verified encumbrances. Further objective evidence of the value of the property may be submitted to refute market value. (For example, the property may have been damaged by fire, theft, or vandalism).~~

~~To determine the number of months of ineligibility, Regional Services shall divide the General Assistance payment plus \$100 into the net value of the property transferred. The period of ineligibility shall not exceed one year. (See Section 8.4 regarding spend-down.)~~

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Section 8. — Personal Property

8.1. — Definitions

Personal property consists of items that are temporary or movable and includes both liquid and non-liquid assets.

Liquid assets include, but are not limited to: cash on hand and in safe deposit boxes; ~~deposits in banks, postal bank accounts such as checking, savings accounts, and credit unions, union accounts;~~ building and loan associations, and other financial institutions; stocks or bonds ~~of any character that have a marketable value;~~ retirement accounts; and other negotiable instruments.

Non-liquid assets include, but are not limited to: motor vehicles, cash surrender or loan value of insurance policies; mortgages; promissory notes; and the market value of jewelry, farm equipment, livestock, tools, trailers, boats, campers, etc. ~~(A trailer or camper that is used as a home shall be exempt.)~~

~~General Assistance~~GA applicants must utilize all available resources ~~before aid~~before aid is granted.

8.2. — ~~Personal~~10.3. Property Limits

For the purpose of determining ~~General Assistance~~GA eligibility, the following shall be allowed by the applicant, or in the case of a current recipient, the resource must be brought within allowable limits by the first of the month following the receipt of the resource:

~~8.2~~10.3.1. Cash on hand ~~(including all, bank accounts and other liquid assets)~~ not to exceed \$100.

~~8.2.2 — Automobile~~10.3.2 One licensed and registered automobile or motorcycle, if used by the applicant/recipient for transportation, ~~having a net equity shall be excluded as countable property, regardless of value not in excess of \$1500.~~

~~8.2~~10.3. — 3. Boats, campers, additional vehicles, computers, or other items having a combined market value not exceeding ~~a total value of~~ \$300.

~~8.2~~10.3.4. Funds placed in trust for funeral or burial expenses to the extent that such funds do not exceed the sum of ~~\$4000~~1,000. Funds placed in ~~a non-refundable~~an irrevocable trust for funeral or burial expenses are exempt.

~~8.2~~10.3.5. ~~The first~~ Up to \$500 ~~of the~~ cash surrender value of ~~a~~ life insurance ~~policy~~policies.

~~8.2~~10.3.6. Real or personal property co-owned with a person receiving public assistance, SSI/SSP, ~~(CalWORKs)~~, and one-half of the value of any community

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property, unless otherwise exempt.

10.4. Verification of Property

Property shall be verified at application, redetermination and any time property is acquired, sold or transferred during the GA aid period.

Acceptable verification of real property shall include recent tax receipts or property search reports from official records or other legal documents. Liquid assets shall be verified by obtaining either a current statement or other documentation from the financial institution showing the account type, number and balance.

Automobiles, trucks, and similar vehicles shall be verified by obtaining a copy of the title or registration for the vehicle. The value of the vehicle shall be based on Kelly Blue Book, National Automobile Dealers Association (NADA) or County Appraiser. If the applicant/recipient disagrees with the Kelly Blue Book value, they may provide two written estimates from persons legally authorized to appraise the value of vehicles.

The value of items such as campers, boats, etc., shall be based on documents such as bills of sale or Regional Services' estimates of value.

Liquid assets such as checking, savings, and retirement accounts shall be verified with a copy of the most recent statement or other document showing account type, number and current balance from the financial institution.

Encumbrances

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shall be verified by documents showing the balance owed and a description of the item encumbered.

The value of items such as, but not limited to, life insurance policies, burial funds placed in trust, crypts, or an interment space for the interment of the applicant/recipient, shall be verified by viewing the documentation or contract.

Non-exempt tools require an estimate of value from a legally authorized dealer in the type of tool being valued.

10.5. Transfer of ~~Personal~~ Property

~~Transfer of Any voluntary transfer or assignment of real or personal property described in Section 8.4 within one year prior to the date of application, without adequate consideration, may or while receiving assistance, shall be reason for denial or discontinuance of GA. Evidence of decreased value of the property may be submitted to refute market value. (For example, the property damaged by fire, theft, or vandalism).~~

To determine the number of months of ineligibility, Regional Services shall divide the monthly General Assistance aid payment plus \$100 into the net value of the property transferred. The period of ineligibility shall not exceed one year. -

8.4

10.6. Spend-down

An applicant/recipient must demonstrate that lump sum payments or other resources received and/or expended in the one-year period preceding the date of application were used only to meet his/her living expenses ~~for that period of time. The resources received must have supported the applicant/recipient at the current General Assistance payment level plus \$100 per month, or actual verified housing and utility expenses plus \$100 per month.~~

~~The resources may be further reduced by, to include shelter, rent, utilities and food for that period of time or used for~~ the verified purchase of a home or car, home repairs, home insurance and taxes, car upkeep and maintenance, car insurance and registration, the verified payment of a pre-existing written legal debt, (including payment of back rent and utilities), verified medical expenses or alleviation of a verified life-threatening emergency situation not caused by his/her own action. ~~The resources received must have supported the applicant/recipient at the current monthly payment level plus \$100 per month, or actual verified housing and utility expenses plus \$100 per month.~~

~~An If an applicant/recipient is not eligible for General Assistance until his/her spent resources, for any other expenses not listed above, a period of ineligibility may be applied. The amount of unauthorized funds spent shall be divided by the General~~

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~~Assistance~~ monthly GA maximum aid payment for his/her family size plus \$100, ~~or actual verified housing and utility expenses plus \$100 per month would have supported him/her up to a maximum of one year.~~ determine the number of ineligible months.

Section ~~9.~~ 11. Income

~~9~~ _____

11.1. Income Eligibility

All income shall be verified ~~as to its~~ by viewing check stubs or other documentation showing the source, amount, and date of receipt ~~(see Section 3.9).~~.

Self-employment and other business enterprise income may be verified by viewing the most current federal income tax return, if available. If this information is not available, the applicant shall be asked to complete the current profit and loss statement being used by the Medi-Cal program.

If the total income, including net earned income, equals or exceeds the basic payment amount, aid shall be denied, discontinued, or suspended. Suspensions shall not exceed one month.

Income used in determining financial eligibility for ~~General Assistance~~ GA aid includes cash or income-in-kind from any source, ~~including, but not limited to, the following sources.~~

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911.2. Earned Income

Earned income includes, but is not limited to, wages, salaries, bonuses, commissions, tips, earned income credit payments and net income from self-employment.

~~Income~~Earned income includes income from roomers and boarders and the rental of rooms which requires daily effort on the part of the applicant/recipient ~~or~~ the ~~income~~, sale of produce, livestock, poultry, dairy products and other similar items ~~is also considered earned income.~~

9.2.1. Earned Income Deductions; Net Earned Income

Twenty percent of the gross amount of wages and salaries will be allowed as an income deduction for taxes and other mandatory deductions.

Deductions from self-employment and other business enterprises will be limited to those allowed on the Federal Income Tax form Schedule C.

~~Net rental income shall be determined by using the formula described in Section 9.9.~~

~~The net income from roomers or boarders shall be determined by deducting the roomer's share of the actual rent or house payment.~~

~~The remaining~~ gross ~~amount of all~~ earned income shall be used dollar-for-dollar in determining eligibility for and the amount of the General AssistanceGA aid payment.

911.3. Unearned Income

Unearned income consists of, ~~but is not limited to~~, unemployment insurance benefits, disability insurance benefits, retirement benefits, ~~Social SecuritySSA~~ benefits, pensions, gifts, and income from any other source that is not considered earned income.

The amount of net unearned income shall be a dollar-for-dollar reduction from the assistanceGA aid payment.

911.4. Student Income

Students applying for General AssistanceGA must provide verification of all student loans and grants. The ~~Case Manager will~~ total ~~the~~ amount of grants and loans ~~and prorate the amount received will be prorated~~ over the number of months it is intended to cover, no matter when it is received. ~~Only those grants~~Grants and loans paid directly to a third party, (i.e. tuition to the college) shall be ~~considered~~

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~~A student is~~To be eligible for ~~General Assistance only if he/she is~~GA, a student must be taking fewer than six units; however, an exception shall be made for short-term training programs. ~~Employable Applicants/recipients in the Employment Component~~ must be available to accept employment during normal working hours.

911.5. Payments for Acquisitions of Tribal Lands

Real property payments made on or after January 1, 1976, to Native American Tribe members for past land acquisitions by judgment of the Indian Claims Commission or the Court of Claims shall be exempt, if all of the following conditions exist:

~~a.~~—The applicant or recipient has written verification such as an award letter or a signed statement from the U. S. Bureau of Indian Affairs, and

The property is separately identifiable.

911.6. Non-recurring Income/Lump Sums

~~Income~~Lump sums from inheritances, judgments, income tax refunds, and ~~lump sum~~—payments for back unemployment or disability benefits, etc., are ~~to be~~ considered personal property and subject to personal property limits.

Non-recurring income shall be a dollar-for-dollar reduction from the recipient's ~~General Assistance~~GA aid payment.

Non-recurring income that exceeds the recipient's monthly ~~General Assistance~~GA aid payment will result in a suspension of eligibility for the following month ~~or shall be treated as a lump sum.~~

Non-recurring income which is less than the recipient's monthly ~~General Assistance~~GA aid payment will be applied as income in determining the following month's payment.

911.7. Contributions-In-Kind

The value of shelter and/or utilities contributed to or earned by the recipient will be considered income.

~~9~~Income in-kind values will be based on Medi-Cal in-kind values.

11.8. Categorical Aid

The income and resources of another person in the home receiving categorical aid ~~(, such as CalWORKs and/or SSI)~~ shall not be used to determine the eligibility to General Assistance ~~eligibility of the applicant.~~

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9Foster Care payments of an applicant/recipient's Foster Child shall be excluded as income. However, the child shall be considered in the household size when determining the amount of shared housing deduction.

11.9. Rental Income

"Renter" is defined as an individual who rents a separate ~~domicile~~residence with facilities ~~for self-containment~~ (usable kitchen and bathroom) from an applicant/recipient.

Rental income shall be computed by deducting from gross income the following expenses upon presentation of a receipt: taxes, interest on encumbrance payments (but not principal payments), insurance, utilities, upkeep and major repairs.

If a complete dwelling unit is rented, Regional Services, after consultation with the recipient, shall:

1. ~~1.~~ Deduct the amount actually expended each month for upkeep and repairs; or
2. ~~2.~~ Deduct 15% of the gross monthly rental plus \$4.17 a month.

~~9~~11.10. Income from Roomers and Boarders

Roomers are individuals who rent a room or sleeping quarters from the applicant/recipient within or adjacent to the main ~~domicile~~residence.

Boarders are individuals who rent a room or sleeping quarters from the applicant/recipient within or adjacent to the main ~~domicile~~residence, with meals included. ~~(Computation—See Section 9.2.1)~~

9

11.11. Refusal to Accept/Apply for Income or Employment

Refusal to apply for, cooperate with, or accept any type of potential income will result in ineligibility to GA until the applicant/recipient has taken all necessary action ~~has been taken~~ to comply. Refusal to accept employment, failure to apply for a job, or, except as provided in Section ~~13~~15, willfully quitting a job, shall result in GA ineligibility for 90 days.

Section ~~10~~12. Exploration of Available Resources and Benefits

All ~~potential~~ sources of income or maintenance ~~possibly~~benefits potentially available to the ~~General Assistance~~ applicant shall be explored. Applicants shall apply for any potentially available income or maintenance benefits prior to approval of ~~General Assistance. General Assistance~~GA aid payment. GA shall be granted pending receipt of other resources or benefits, if the

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applicant/recipient is complying with all necessary steps to obtain other resources or benefits. Potential sources of income or maintenance include, but are not limited to:

1012.1. Veteran's Benefits

Persons potentially eligible for Veteran's services/disability shall apply for appropriate Veteran's services.

1012.2. SSI/SSP

Persons over the age of 64 years and 11 months or incapacitated with a severe or chronic disability that is expected to last one year or longer shall apply for SSI/SSP benefits.

1012.3. State Disability Insurance (~~("SDI")~~)

Persons who have worked in the last 19 months and are currently expected to be incapacitated for a period of at least one week shall apply for SDI.

1012.4. ~~Worker's~~ Workers' Compensation

Persons whose incapacity is linked to a job-related injury or illness will be referred to apply for Workers' Compensation.

1012.5. Unemployment Insurance (~~("UIB")~~)

Persons who have worked in the last 19 months and are currently able to work shall be referred to apply ~~for UIB~~ for UIB.

1012.6. ~~CalWORKS~~ CalWORKs

Persons potentially eligible to apply for ~~CalWORKS~~ CalWORKs shall apply for said aid.

1012.7. Private Pension Plans

Persons potentially eligible for private pension plans shall apply for such plans.

1012.8. Railroad Retirement

Persons who have work history with railroads shall apply for railroad retirement benefits.

1012.9. Accident or Damage Suits

Persons who may be reasonably expected to obtain ~~monies~~ monetary awards from an accident or damage suit shall seek counsel regarding those claims and pursue

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~~such~~any valid claims.

~~10~~12.10. Social Security

Persons who are at least 60 years of age and widowed, persons who are at least 62 years of age and who have been employed, all persons who are at least 65 years of age, and any person who is incapacitated with a chronic or severe disability that is expected to last longer than one year shall apply for ~~Social Security~~SSA benefits.

C. STANDARD OF AID

Section ~~11~~13. Determination of Amount of Aid

~~Sections 17000, et seq., of the Welfare and Institutions Code require the County to provide aid to indigent residents.~~

The ~~Shasta~~County standard of aid is \$~~297~~520 per month.

~~Pursuant to Resolution No. 93-233, a~~A recipient who shares housing with others shall have his/her payment reduced by:

- ~~(1)~~15% if shared with one other person, or
- ~~(2)~~20% if shared with two other persons, or
- ~~(3)~~25% if shared with three or more persons.

The shared housing deduction is based on household size. Households consist of the ~~client~~applicant/recipient and his/her partner, married or unmarried, and other adults living in the home. The household also includes children of any age who receive earned or unearned income. (WIC 17001.5)

~~In addition, adjustments shall be made to reflect unearned income, student income, and non-recurring income or lump sums, in accordance with~~Section 9.

Section ~~12~~14. Ineligibility/Sanctions/Penalties

Applicants or recipients of ~~General Assistance~~GA who are currently under a sanction by another county's ~~General Assistance~~GA program shall not be eligible for ~~General Assistance~~GA in Shasta County until that sanction has cured or lifted.

Persons who are ineligible for county, ~~State~~state or ~~Federal~~federal cash programs for reasons such as, but not limited to, receipt of lump sum payments, disposal of property, adjustment of overpayment, and/or sanctions for non-cooperation, are not eligible to receive ~~General Assistance~~County GA.

Persons who are ineligible for state or federal cash programs due to ~~60~~the 48-month time-

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limit requirements for adults shall be ineligible for ~~General Assistance~~GA until ~~such time as their youngest child (whether in or out~~all of their home) turns 18.

~~An the children of the individual who is or has been a member of an Assistance Unit receiving on whose behalf aid under Chapter 2 (commencing~~was received (whether or not currently living in the home with Section 11200)~~the individual) are 18 years of the Welfare and Institutions Code [CalWORKs] convicted in State or Federal court after December 31, 1997 of any offense classified as a felony for the use, possession, or distribution of a controlled substance, shall be ineligible for benefits under General Assistance programs age or older. (WIC 17021)~~

An individual shall not be eligible for aid if he ~~or~~ /she is either:

1. ~~(1)~~ — Fleeing to avoid prosecution, or custody and confinement after conviction, ~~or under the laws of the place from which the individual is fleeing, for a crime that is a felony under the laws of the place which the individual is fleeing, or~~
2. ~~(2)~~ — Violating a condition of probation, or parole, ~~or post-release community supervision,~~ imposed under federal law or the law of any state. (WIC 17016)

Section ~~1315~~. Job Quit

~~No employable General Assistance~~ An applicant shall not be eligible for ~~assistance~~GA if he ~~or~~ /she has quit a job within 90 days of applying the application date for ~~General Assistance~~GA without good cause. Good cause is limited to the following:

- a. — Applicant is eligible for GA based on incapacitation.
- Employer did not possess appropriate license to engage in business.
- b. — Employer failed to withhold or carry appropriate disability or workers' compensation coverage.
- c. — Employment—Employer violated health or safety regulations as verified by Industrial Relations Department, Occupational Safety and Health Administration (“OSHA”), California OSHA (“Cal-OSHA”), or any other licensing or regulatory agency.
- d. — Wages were below applicable State~~state~~ or Federal~~federal~~ minimum wage.

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D. EMPLOYABLE PROGRAM EMPLOYMENT COMPONENT

Applicants or recipients eligible for the Employment Component are individuals who are determined to be physically and mentally able to participate in the employment component of the GA program for 12 or more hours per week. All recipients of GA must be evaluated for eligibility in the Employment Component.

Section 1416. Work Readiness

An Individual Employment Plan (DSS 5065) (“Plan”) shall be developed for each ~~employable~~Employment Component recipient. The Plan shall be a contract between the participant and Regional Services. Regional Services shall identify what activities, including Job Club, Supervised Work Searches, and Unsupervised Work Searches, will be required of the recipient to complete the Plan.

The recipient’s conduct while participating in the Regional Services’ Work Readiness Program will conform to set rules as described in the Employment ~~Program~~Component Policies reviewed and signed at ~~Orientation~~GA orientation. Barriers to employment shall be identified and compliance with recommended treatment will be required and enforced through the sanction process described in the Employment ~~Program~~Component Policies, reviewed and signed ~~in Orientation~~during GA orientation.

Section 1517. Time Limits for Employables

An employable individual is prohibited from receiving ~~General Assistance~~GA for more than ~~90 days~~three months in any 12-month period whether or not the ~~90 days~~months are consecutive. General Assistance received from another county in ~~any locality~~California shall be applied to the ~~90-day~~three-month limit.

~~Section 16. — Timing of Aid Payments for Employables~~

~~The monthly payment will be paid half on the 1st and half on the 15th of the month if the participant meets the program requirements.~~

~~Section 17. — Work Registration~~

~~Participants must be registered with the Shasta County Resource Center. Proof of registration is (WIC 17001.5(a condition of eligibility and must be shown upon application for General Assistance. Continued cooperation with CalFresh Employment & Training is a requirement for aid.)(4))~~

Section 18. Work Search Requirements

A minimum of ~~15 job applications~~10 employer contacts must be ~~submitted, in person, to made with~~ potential employers each week ~~and only with~~. At least five of those contacts must include the submission of a job application. Failure to comply with these requirements shall be evaluated for good cause. Acceptable employer contacts shall be limited to employers for whom one the job

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applicant might qualify for a position with ~~their~~the company. ~~Verification is required~~A completed Work Search Log shall be submitted weekly to ~~be reviewed with a Regional Services~~the Employment and Training Worker. General Assistance staff ~~person~~. Staff shall verify employer contacts. ~~Failure to provide or falsification of job search~~a minimum of one contact each week with the employer. Falsification of Work Search documentation will result in discontinuance of General Assistance.GA and result in the applicant/recipient's ineligibility to GA aid as follows:

- 30 days for the first violation;
- 60 days for a second violation; and
- 90 days for third or subsequent violations.

Section 19. Sanctions

The Case Manager or CFET Worker is authorizedIf a recipient fails to ~~penalize~~comply with a grant reductionEmployment Component requirement(s) without Good Cause, the County will take steps to reduce or discontinue a recipient from eligibility for General Assistancethe recipient's aid loan amount. The type of penalty implemented will be as listed below.

The penalty for failure to comply with the Work Search requirement shall be:

- 10% benefit reduction for the first violation;
- 50% benefit reduction for the second violation; and
- Discontinuance of benefits for ~~an infraction of the Employment Program Policies~~the third and subsequent violations.

County shall discontinue aid with respect to any recipient who is employable if the recipient engages in any of the following conduct:

- A. Fails, or refuses, without Good Cause, to participate in a qualified job training program, participation of which is a condition of receipt of assistance.
- B. After completion of a job training program, fails, or refuses, without Good Cause, to accept an offer of appropriate employment.
- C. Persistently fails, or refuses, without Good Cause, to cooperate with the county in its efforts to do any of the following:
 - a. Enroll the recipient in a job training program.
 - b. After completion of a job training program, locate and secure appropriate employment for the recipient.
- D. For purposes of this section, lack of Good Cause may be demonstrated by a showing of any of the following:
 - a. The willful failure, or refusal, of the recipient to participate in a job training program, accept appropriate employment, or cooperate with Regional Services in enrolling in a training program or locating employment.
 - b. Not less than three separate acts of negligent failure of the recipient to engage in Employment Component activities.

If a recipient fails to comply with any other Employment Component requirements, the Employment and Training Worker will determine if the recipient has Good Cause for failure to comply with component requirements.

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Prior to taking any negative action, the Employment and Training Worker will attempt to contact the recipient by phone to make a determination of Good Cause. All contacts or attempts shall be documented in the County's C-IV Journal. If the Employment and Training Worker is unable to reach the recipient by phone after two attempts on consecutive days, action can be taken to sanction the GA aid benefits. A timely NOA is required to decrease or discontinue benefits due to sanction. (See Section F "Notice of Action").

The penalty for persistent failure to attend or consistent lateness for orientation, Job Club, Supervised Work Search, or Workfare without Good Cause shall be discontinuance of GA aid payment. The applicant/recipient will be ineligible to benefits as follows:

- 30 days for the first violation;
- 60 days for a second violation; and
- 90 days for third or subsequent violations.

If the recipient does not agree with the action taken, they may file for a Fair Hearing. Information on how to file for a Fair Hearing is listed on the back of the NOA.

Sanction and penalty periods will be served consecutively effective the date of discontinuance. Any months where the recipient does not receive GA aid benefits will not count towards their three-month time limit.

~~If the applicant/recipient's In deciding whether to sanction with a payment reduction or discontinue a recipient's General Assistance payment, the Branch Director of Regional Services (or the Director's designee) shall determine whether the conduct of the recipient that resulted in the violation of the Employment Program Policies was willful or grossly negligent. The recipient shall be informed of his or her right to meet with the Case Manager or CFET Worker who has made a decision to suspend or discontinue the recipient's payment. If the recipient requests a meeting, one will be scheduled within 72 hours of the recipient's request.~~

~~At the meeting, the recipient shall be given the opportunity to explain to the CFET Worker or Case Manager the reasons or justification for the conduct which resulted in the violation of the Employment Program Policies rules.~~

~~If the CFET Worker, Case Manager, or Director's designee determines that the conduct was willful or grossly negligent, the recipient shall be penalized with a payment reduction or discontinued. When deciding whether to sanction with a payment reduction or discontinue a recipient, the Case Manager or CFET Worker shall consider all facts surrounding the situation and justifications presented by the recipient.~~

~~If a recipient does not attend required activities, or is referred for Substance Abuse Treatment and does not attend treatment, he/she must meet with a Case Manager prior to returning to the work activities to determine good cause for failing to attend. If it is determined that there was not good cause for the failure to attend, a counseling statement will be completed by a Case Manager at that time.~~

~~A counseling statement may also be issued for misconduct as described in the Employment~~

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Program Policies:

~~After receiving three counseling statements, the applicant/recipient's payment will be GA aid payment is~~ denied or discontinued ~~for a period of 30, 60, or 90 days, depending on previous sanctions.~~

~~, he/she may~~

~~If the applicant/recipient's General Assistance payment is denied or discontinued for a 30, 60, or 90-day period, he or she must reapply for the General Assistance program; but such person continues to be limited to a total of 90 days participation within one year, including penalties. Automatic reinstatement at GA Program at the end of a 30, 60, or 90-day period of discontinuance from the General Assistance program will not occur~~the sanction/penalty period.

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E. ~~AID FOR TEMPORARILY INCAPACITATED PERSONS~~COMPONENT

Section 20. ~~Disability~~Incapacitation

Incapacity is defined as a physical or mental condition which significantly limits an individual's ability to be regularly employed or participate in GA work search preparation and/or training activities. A person will be deemed incapacitated if they are unable to work or participate in GA work search preparation and/or training for 12 or more hours a week.

Evaluation of an individual's incapacity must be accomplished by a licensed health care professional. Unless an individual has already received three months of GA aid benefits in the last 12 months as an Employment Component recipient, benefits shall be granted pending verification of incapacity.

If the applicant/recipient indicates he/she is ~~disabled and~~ unable to accept employment, or participate in training activities due to incapacity, they may be eligible to extended GA aid benefits while the incapacity continues or while they are waiting for a ~~current medical report~~ (provided determination by the SSA for SSI Income).

Individuals indicating incapacity will be given a General Assistance Disability Assessment Review (DSS 5101) packet. The applicant/recipient shall be given 30 days to return the completed DSS 5101. The applicant/recipient may opt to provide an alternative format of verification of incapacity if such documentation is completed by a licensed ~~Medical Physician or Licensed/Certified Psychologist~~ shall be submitted to the Case Manager. This ~~health care professional and adequately~~ verifies the applicant/recipient meets all criteria for incapacity as outlined below.

The medical ~~report statement~~ will ~~delineate~~ define the length of the ~~disability and incapacity~~; the applicant's/recipient's ~~capacity to participate in work limitations. If light, work, search preparation and/or part time training activities and include the number of hours they can work is indicated, or participate per day and per week. If the medical statement indicates the applicant/recipient is able to participate in work or training activity at least 12 hours a week, they shall be referred to the Employable Program to seek acceptable employment. Employment component.~~ Applicants/recipients shall be responsible for keeping all appointments for medical and/or mental health treatment, substance abuse and laboratory work and are required to continue ~~that treatment, so long as the treatment can be provided to the applicant/recipient at no cost to them.~~ The applicant/recipient must cooperate in seeking and obtaining substance abuse, mental health, or medical treatment. Failure to do so without Good Cause shall result in ~~denial or discontinuance of General Assistance~~ a finding that the applicant/recipient was employable.

Temporary Incapacitation is a condition that is temporary in nature and not expected to last more than six months. Conditions considered temporary in nature are conditions that are repairable, i.e., broken bones, surgery with healing time, pending surgery, etc.

At the end of the six month period for Temporary Incapacitation the recipient must apply for SSI if the medical report indicates the incapacitation will continue for another six months or longer. (See Sections 22-24.) If the medical report indicates that the

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~~incapacitation will continue for less than six months, the client will be referred to the Employable Program.~~

~~**Section 21. Liens**~~

~~See Section 29.~~

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F. — INTERIM ASSISTANCE PROGRAM

Section 22. — Disability

To be eligible for the Incapacitated Component, the applicant/recipient must meet the following criteria:

- The incapacity must be expected to last at least 30 calendar days; and
- The incapacity significantly impairs the individual's ability to be regularly employed or participate in training activities more than 12 hours a week; and
- The individual is actively seeking ongoing appropriate medical treatment for the incapacity. Actively seeking treatment shall be defined by the licensed health care provider who completes the medical statement. This requirement shall only be imposed as long as treatment is provided to the client at no cost.

Verification of incapacitation shall be required if the applicant/recipient indicates to GA staff they are unable to participate in the Employment Component. Verification shall also be required when the duration of the incapacity ends (as indicated on the medical statement by a licensed health care provider) or every six months, whichever occurs earlier.

If the applicant/recipient or licensed health care provider indicates the applicant/recipient has an incapacity which

~~If the applicant/recipient indicates he/she is disabled and the disability~~ is expected to last a year 12 months or more, the applicant/recipient shall be referred to the Social Security Administration (SSA) for application for SSI. A medical report from a licensed medical physician must also be submitted to the Case Manager. SSA to apply for SSI.

The applicant/recipient shall provide proof of application for SSI and sign an SSP-14; "Authorization for Reimbursement of Interim Assistance" (SSP-14). The applicant/recipient will be granted GA aid pending the SSI/SSP eligibility determination. The SSP-14 shall be forwarded to the SSA to ensure the within 30 days of signing to ensure the possibility of reimbursement from Social Security Administration's first retroactive payment due an individual is sent to Regional Services to repay General Assistance paid to the applicant/recipient under the Interim Assistance program for repayment of the GA aid loan.

Applicants/recipients are required to cooperate fully with the SSA in the SSI eligibility determination process by providing all information necessary for the eligibility determination, attending all medical appointments, and continuing the application process through the final level of administrative appeal.

Failure to follow through with the SSI/SSP application or the SSA requirements shall result in denial or discontinuance of General Assistance a finding that the applicant/recipient was employable.

If the initial application for SSI/SSP is denied, the applicant/recipient must provide proof of pursuit of all levels of appeal within 30 days of notification of denial to continue receiving Interim Assistance. Interim Assistance will continue to be available to SSI/SSP applicants through the appeal process to the Administrative Law Judge (ALJ). GA.

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If the SSI appeal is denied by the Administrative Law Judge ("ALJ;"), the applicant/recipient's condition shall be reevaluated using the DSS 5101 packet to determine if they continue to meet the standard for incapacity.

If the applicant/recipient shall be discontinued from the is found to no longer meet the Incapacitated Component requirement, they may be issued three months of aid under the Employment Component unless the individual has already received three months of GA aid benefits in the last 12 months as an Employment Component recipient.

If the applicant/recipient believes they meet the standard for Incapacity and has filed an appeal with the SSA Appeals Council, the applicant/recipient may file for a Fair Hearing. The County GA Appeals Board has the authority to determine if Interim Assistance Program, but benefits may apply for continue pending the Employable Program. Staff shall assist final determination by the SSA Appeals Council. If the applicant/recipient with that indicates they have a new or worsening condition, they will be required to provide proof they have filed a new SSI/SSP application.

Each month, there shall be a Participants who have been aided 12 months or longer shall have their case reviewed monthly by the County's Disability Review meeting Team to review the cases of determine if all persons who have been participants in the Interim Assistance Program for 12 months or longer to determine that all necessary steps have been taken by or for the participant applicant/recipient to be granted SSI/SSP.

The Disability Review team will also review any application for Interim Assistance made by a person whose appeal from an earlier determination of ineligibility was denied by the ALJ. The Disability Review team will deny the current application for interim assistance if they determine that the claimed disability is substantially the same condition that was the subject of the appeal.

Failure or refusal to cooperate with the SSI/SSP requirements will result in denial or discontinuance of benefits.

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~~Section 23. — Liens~~

~~See Section 29.~~

~~Section 24. — Medical Benefits Advocate~~

Section 21. Advocate for Disability Benefits

Those applicants who apply for benefits from the SSA will receive Advocacy Services as from Regional Services necessary to ensure successful completion of the SSI/SSP or other benefit application process and subsequent reconsideration and/or appeal of their claim to the SSA.

Advocacy ~~services~~Services may include, but are not limited to, assistance in securing an appointment at the SSA office, assistance in completing the SSI/SSP application packet, assistance in locating and/or obtaining medical records, arranging and/or providing transportation to medical appointments and the SSA, and representation at the administration hearing level. The Advocate shall have a face-to-face interview with the SSI applicant and obtain a signed release of information.

~~Interim Assistance clients~~Incapacitated Component applicants/recipients shall be informed of their right to be represented by private counsel at the administrative hearing level of the SSI claim, and Regional Services staff shall ~~be assisted~~assist in locating a private attorney appropriate to their needs, if desired.

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F. NOTICE ~~G. DENIAL OR DISCONTINUANCE OF AID~~ ACTION

~~Those individuals whose income and/or resources exceed~~ An adequate NOA is required for all GA denials, withdrawals, approvals, discontinuances, sanctions and budget changes. Adequate notice means all NOAs must contain the established limits shall following information at a minimum:

- Case name and address
- Eligibility Worker name and phone number
- NOA issuance date
- Effective date action will be taken
- Explanation of the action to be taken and reason for that action

If GA aid is denied or discontinued from the General Assistance Program for Failure to Provide, NOA must include a list of any verifications the applicant/recipient did not provide.

- Manual section reference or WIC regulation if the action is adverse.
- Budget computation for discontinuance of aid, decrease in aid payment amount due to income and approvals if less than the maximum aid payment will be issued.
- An explanation of the applicant/recipient's right to a Fair Hearing, the deadline to file a request for a Fair Hearing and the deadline to receive aid paid pending.
- The period of time the aid covers, if appropriate or the specific dates of any sanction period.
- The right of the applicant or recipient to consult legal counsel regarding the NOA and the contact information for Legal Services of Northern California.

A timely NOA is required for all discontinuances, sanctions and decreases in grant. Timely notice means any written NOA must be mailed to the affected applicant/recipient at least 10 calendar days prior to the effective date of the proposed action to reduce, discontinue, or terminate GA aid.

G. DENIAL OR DISCONTINUANCE DUE TO FAILURE TO PROVIDE

Any denial or discontinuance of GA aid for failure to provide essential required information must be remedied at the time of reapplication. If a recipient provides missing documentation by the first working day following the effective date of discontinuance, the General Assistance benefits may be rescinded.

H. FAIR HEARINGS

Section ~~2522~~. Appeals Board

~~The General Assistance Appeals Board is comprised of the Director of Regional Services, County Executive Officer and Director of Mental Health Services, and County Executive Officer, (or outside party with employment expertise), or their designees. The decision of the Appeals Board is final and there is no further appeal to the Board of Supervisors or to any other body.~~

The Appeals Board will review the action taken by Regional Services to determine if the criteria set forth in the General Assistance Program Manual were correctly applied, and in accordance with WIC Division 9 Part 5 or other applicable state or federal law. The Appeals Board will hear testimony and consider evidence presented by the applicant/recipient and/or their authorized

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representative. All Fair Hearings shall be recorded. All appeals must be submitted to ~~the County Regional Services or HHSA Administrative Hearings~~ within ~~seven~~30 days of the date of the ~~notice of action~~NOA. An appeal may be submitted verbally or in writing.

Section 26. — Right to County Interim Assistance Hearing

~~There is no right to a county hearing regarding an Interim Assistance discontinuance or denial where the recipient/applicant has pursued their SSI application with the SSA through the final Administrative Law Judge conclusion unless there is a change in diagnosis and/or more conclusive evidence of potential eligibility.~~

~~Section 27~~The decision of the Appeals Board is final and there is no further appeal to the Board or to any other body.

Section 23. Aid Paid Pending the Fair Hearing

Aid will be paid pending the appeal hearing only if the recipient submits an appeal ~~within seven days from prior to~~ the effective date of the ~~notice of action.~~ ~~No for a decrease in aid payment amounts or discontinuance of GA aid.~~ Aid Paid Pending ~~will be paid~~ pending is not applicable for application denials; or if the recipient has received all aid entitlements in the ~~Employable Program~~Employment Component in a 12-month period.

Aid paid pending is not applicable for appeals of discontinuance of GA aid due to a denial of SSA by an ALJ.

Section 28. — 24. Fair Hearing Postponements/Failure to Appear

Failure to appear to a scheduled Fair Hearing without good cause will result in the dismissal of the appeal.

If within five days after the date of the scheduled ~~hearing~~Fair Hearing, the applicant/recipient requests ~~that the hearing~~Fair Hearing be reinstated and establishes good cause for failing to appear at the ~~hearing~~Fair Hearing, the ~~hearing~~Fair Hearing shall be rescheduled.

If the ~~hearing~~Fair Hearing is rescheduled, any applicable aid pending the ~~hearing~~outcome of the Fair Hearing shall also be reinstated.

The ~~hearing~~Fair Hearing may be postponed by the Appeals Board upon a showing by the applicant/recipient of good cause for postponement necessitated by:

- Death in the family: (spouse, parent or child).
- Personal illness or injury.
- ~~e.~~ — Traffic accident on the day of the hearing.

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- ~~d.~~—Illness or injury of a family member who required immediate care.
- ~~e.~~—Other documented reasons showing good cause for a postponement as determined by Regional Services.

A postponement of the ~~hearing~~Fair Hearing may also be ordered at the Appeal Board's discretion by Regional Services:

- ~~a.~~—If the full Appeals Board is not present for the scheduled Fair Hearing.
- ~~b.~~—To consult with County Counsel.

Section ~~2925~~. Written Notification

The decision of the Appeals Board shall be in writing and shall be mailed to the applicant/recipient within five days of the conclusion of the ~~hearing~~Fair Hearing.

The Appeals Board shall advise the applicant/recipient of the basis for its decision and that its decision is final. The Appeals Board has no authority to change regulations. However, the Appeals Board has the authority to rule that the County's action violates WIC Division 9 Part 5 or other applicable state or federal law.

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I. RECOVERY

Section ~~30~~26. Liens

An applicant for or a recipient of ~~General Assistance~~GA aid shall be required to execute a Reimbursement Agreement Consent to Lien and Assignment of Fund ("Lien") in favor of ~~Shasta~~the County with regard to any real or personal property the applicant/recipient has or may acquire. This shall include, but is not limited to, such holdings as unpatented mining claims, real property, workers' compensation claims, SSI retroactive awards, personal injury settlements or judgments, inheritance, etc.

A copy of the Lien shall be given to the ~~client~~applicant/recipient at the time it is signed and the original and one copy shall be placed in the applicant/recipient's case file. At the time of discontinuance of the case, the original of the Lien shall be forwarded to the County's Collection Unit. Liens may be recorded with the County Recorder.

If the applicant ~~or recipient~~ refuses to sign a Lien, the ~~General Assistance~~GA application shall be denied ~~or discontinued~~.

~~No Lien shall be. Repayment is not~~ required ~~if when~~ the ~~General Assistance~~GA aid payment is earned through the Employable Employment Component in GA Program ~~in General Assistance~~.

~~A recipient receiving payments through the Employable Program shall make a good faith effort to repay the first 60 days of General Assistance payments. If no effort to repay has been made since discontinuance, there will be no eligibility when reapplying for the program until an effort to repay has occurred.~~

Liens on real property will not be enforced during the life of the recipient unless the property is sold, conveyed, or otherwise disposed of. Liens on personal property such as, but not limited to, personal injury judgments or settlements, ~~worker's~~workers' compensation awards, and SSI retroactive payments, shall be satisfied at the time of award. A Lien on all other types of property shall remain in effect for four years from the time of discontinuance of ~~General Assistance or such time as it is satisfied~~GA or such time as the Lien is fully satisfied. Property does not include wages, per se, but only includes any surplus of wages retained by the recipient after meeting the needs of him/herself or their family.

County Collection Unit efforts on repayments may include contracting with a private collection agency to act on the County's behalf.

Section ~~31~~27. Overpayments

An overpayment occurs when the recipient receives GA aid for which he ~~or~~/she was not eligible. An overpayment may be the result of a recipient's failure to promptly provide ~~essential~~required information, an administrative error, and/or due to unanticipated income.

When a recipient is overpaid ~~General Assistance~~GA aid in a current month due to the receipt of

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income not deducted because of a ~~client~~recipient-caused error or administrative error, he ~~or~~/she shall be informed that the income will be considered to meet his ~~or~~/her needs in the following month.

If the overpayment occurred in a month prior to the current month, the amount of the overpayment shall be deducted monthly at a rate of 5% on administrative overpayments, 10% on ~~client~~recipient-caused overpayments.

~~NOTE: Employable persons shall have future hours reduced by dividing the State minimum wage into the payment amount less overpayment.~~

Section ~~32~~28. Underpayments

An underpayment occurs when the recipient fails to report changes in his ~~or~~/her circumstances or as the result of administrative error. ~~No~~

- ~~Any~~ adjustment ~~shall be made outside the current month in which the~~ to a GA payment for an underpayment ~~occurs shall first be balanced (offset) against any existing overpayment.~~
- ~~Underpayments for the recipient's failure to report a change may be issued for current month only.~~
- ~~The amount of a payment of retroactive corrective aid~~County may issue administrative-caused underpayments for not more than 12 months prior to the date the County is ~~excluded as~~notified or otherwise discovers that a loss to a household has occurred.
- ~~An underpayment shall not be considered~~ income ~~and/or~~for the purposes of calculating a recipient's GA benefit.
- ~~Prior month(s) underpayment(s) will be considered~~ property ~~for only~~and will be counted towards the ~~month of~~recipient's property limit.
- ~~Prior month overpayments will not be issued on cases discontinued due to the receipt and the following calendar month of SSI benefits.~~

Section ~~33~~29. Fraud

If ~~a~~an applicant/recipient willfully and knowingly, with intent to deceive, makes a false statement or representation, or fails to disclose a material fact pertaining to his/her property, income, pending claims or other financial resources, or continues to receive ~~General Assistance~~GA aid to which he/she is not entitled, Regional Services ~~shall~~may make appropriate referral to the District Attorney and/or County Counsel for necessary criminal or civil action.

~~Section 34. Forged Warrants~~

J. PROGRAM INTEGRITY

To ensure program integrity, an audit of cases will be conducted no less than annually. The Regional Services staff person(s) responsible for review of the cases shall be an Analyst or Program Manager (or higher position) from a different division within Regional Services. During the audit, the Regional Services staff person shall review at least 10 percent of the total number of

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cases of prior month denials, cases active during the review month, and cases discontinued in the prior month.

~~If the original warrant for payment of General Assistance benefits has been cashed and returned to the County Treasurer, and the recipient declares the endorsement is not his/hers and signs an Affidavit of Non receipt, a Stop payment Request and a Police Report of Stolen County Checks, a new aid authorization, covering the period and amount of the forged warrant, may be made and a warrant issued not later than the next warrant processing (four days maximum) from the recipient's report of non receipt, if all other conditions for eligibility are met.~~

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~~J. DIVERSION~~

~~Section 35. Definition~~

~~The diversion program is intended to help recipients by paying for relocation expenses, transportation, and the acquisition of tools needed to enable them to obtain employment instead of relying on monthly cash aid. The County has the sole discretion to decide when and to whom to offer diversion. The maximum amount issued in diversion will be less than a three-month maximum General Assistance payment payable.~~

~~Section 36. Apparent Eligibility~~

~~The diversion candidate must have apparent eligibility for cash assistance under the Employable Program, which means the applicant has completed all eligibility requirements. Before offering diversion to an applicant, the CFET Worker will bring the circumstances to a staffing team to decide if diversion is appropriate. The staffing team will consist of a Supervisor, and/or Program Manager, a Senior Case Manager, and the Case Manager.~~

~~Section 37. Reapplication~~

~~If, after accepting a diversion payment, an individual reapplies for General Assistance within 12 months, and he or she is determined to be eligible for aid, the County shall recoup from the recipient's payment the amount of the recipient's diversion payment.~~

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Law and Justice-13.

SUBJECT:

Continuation of Local Emergency Carr Fire.

DEPARTMENT: Sheriff-Coroner

Supervisory District No. : 1, 2, and 4

DEPARTMENT CONTACT: Tom Bosenko, Sheriff-Coroner

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

There is a need for the Carr Fire local emergency proclamation to be continued.

The Shasta County Director of Emergency Services proclaimed a local emergency on July 26, 2018 due to the wildland fire identified as the “Carr Fire”. On that same day, State of California Governor Edmund G. Brown Jr., proclaimed a state of emergency in Shasta County. On July 30, 2018, the Board adopted Resolution No. 2018-067, which ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. On August 4, 2018, a Presidential Major Disaster Declaration was declared. After burning 229,651 acres, 100 percent containment of the Carr Fire was achieved on August 30, 2018. This was good news to a weary community and to the firefighters and first responders working the fire. However, resources are still being committed to this incident for cleanup and repair.

At one point during this incident there were over 40,000 people evacuated from their homes. The Sheriff's Office and numerous allied law enforcement agencies evacuated the areas in and around French Gulch, Old Shasta, Keswick, Igo/Ono, the City of Shasta Lake, and parts of Redding. The Carr Fire also impacted neighboring Trinity County.

Surveys of fire damage stand at 1,604 structures destroyed, of which 1,079 were residential structures. Numerous guardrails, power poles, power lines and other public and private infrastructure were damaged or destroyed. Unfortunately, eight deaths

are also associated with the Carr Fire.

The Carr Fire currently stands as the seventh largest wildfire in California since 1932, when accurate records began to be kept, and has been the most destructive fire in Shasta County history; however, it is only one of several fires that impacted Shasta County during a short time frame. The “Delta Fire,” which began on September 5, 2018, was contained on October 7, 2018. The "Delta Fire" burned 63,311 acres, destroyed 20 residential structures, and damaged 24 outbuildings. The “Hirz Fire” began on August 9, 2018, and burned on US Forest Service land. Firefighting efforts on the Hirz Fire were successful in achieving one hundred percent containment on September 10, 2018 after consuming 46,150 acres. Several other smaller fires that started in the period between early August 2018 and through November 2018 were fully contained.

Government Code Section 8630(c) requires that the governing body review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. While the Carr Fire was one hundred percent contained as of August 30, 2018, it is recommended the local emergency proclamation be continued as cleanup and recovery efforts are urgent in nature. Some of the repair work consists of road repair, replacing equipment on facilities, river trail projects, fuel reduction projects and fence repairs. Cleanup and recovery efforts, as well as repairs within the footprint of the Carr Fire are necessary and ongoing to mitigate potential threats to the safety of the public. Further, with the unpredictability of fall weather, the potential of debris flows and flash flooding are increased within the footprint of the Carr Fire.

ALTERNATIVES

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

OTHER AGENCY INVOLVEMENT

Other agency involvement during the course of this incident has included, but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, California Governor's Office of Emergency Services, California Department of Transportation, Whiskeytown National Park Service, US Forest Service, Anderson Police Department, Redding Fire Department, Happy Valley Fire Department, Mountain Gate Fire Department, Shasta County Marshal, Shasta County Probation Department, and the Bureau of Land Management. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The costs associated with this incident are unprecedented for Shasta County and have exceeded the resources available to the impacted local governments. Due to the Governor’s proclamation and the Presidential major disaster declaration, eligible costs are shared between the federal, state, and local governments. The federal share is 75 percent. The remaining 25 percent is shared between the state and local government with the state share being 75 percent. For eligible Carr Fire related costs that have been documented sufficiently for submission to the California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) the final share for the County after those match percentages is 6.25 percent. County staff are working to track both eligible and non-eligible costs so as to better understand all the fiscal impacts of this incident to the County. The full General Fund impact is unknown at this time.

ATTACHMENTS:

Description	Upload Date	Description
Continuation of Local Emergency Carr Fire	9/23/2019	Continuation of Local Emergency Carr Fire

**RESOLUTION NO. 2019-
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY
FOR THE CARR FIRE**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that wildland fire, identified as the “Carr Fire” has devastated the areas of French Gulch, Old Shasta, Keswick, Iron Mountain Road, Swasey Drive, as well as other portions of western Redding; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire on July 26, 2018, at 6:15 a.m.; and

WHEREAS, on July 30, 2018, the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

WHEREAS, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed the existence of the Carr Fire and the debris removal process is ongoing; and

WHEREAS, as of August 30, 2018, the Carr Fire, which consumed more than 229,651 acres, destroyed 1,079 residential structures, destroyed 22 commercial structures, destroyed 503 “other” buildings, damaged 191 residential structures, damaged 26 commercial structures, and damaged 65 “other” type structures is now one hundred percent contained; and

WHEREAS, cleanup and hazard mitigation within the footprint of the Carr fire, to protect the public (such as road repair, replacing equipment on facilities, river trail projects, fuel reduction projects and fence repair) is ongoing; and

WHEREAS, the unpredictability of fall weather, the potential of flash flooding and debris flows are increased within the footprint of the Carr Fire; and

WHEREAS, the Board of Supervisors recognizes that the circumstances that led to the July 26, 2018 local emergency proclamation continue to exist.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta continues the proclamation of a ‘local emergency’ by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

Resolution No. 2019 –
October 1, 2019
Page 2 of 2

BE IT FURTHER RESOLVED that the Board of Supervisors shall review the need for continuing the local emergency at least once every 60 days until its termination is proclaimed by this Board.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

DULY PASSED AND ADOPTED this 1st day of October, 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: October 1, 2019

CATEGORY: Consent - Law and Justice-14.

SUBJECT:

Transfer of Surplus Robotics Equipment to Shasta Union High School District.

DEPARTMENT: Sheriff-Coroner

Supervisory District No. : All

DEPARTMENT CONTACT: Tom Bosenko, Sheriff-Coroner (530) 245-6167

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

Vote Required?	General Fund Impact?
4/5 Vote	General Fund Impact

RECOMMENDATION

Adopt a resolution which: (1) Makes a finding that various surplus robotics equipment is not required for County use; and (2) approves the transfer of one Vanguard Bomb Disposal Robot, Serial Number 045-281, County ID No. 36466, and one Deep Ocean - Phantom 300 Underwater Remotely Operated Vehicle to Shasta Union High School District in accordance with Government Code section 25365(a).

SUMMARY

N/A

DISCUSSION

Government Code section 25365(a) allows for counties to transfer surplus property to certain public entities by four-fifths vote. The Shasta County Sheriff’s Office owns two items that are now obsolete and not in service and the items have been replaced by newer robotics platforms. The surplus robotics equipment includes; One (1) Vanguard Bomb Disposal Robot, Serial Number 045-281, County ID No. 36466, and, One (1) Deep Ocean - Phantom 300 Underwater Remotely Operated Vehicle (ROV).

School Districts are listed in Government Code section 25365(a) among public entities eligible to receive transfers from the County of surplus personal property no longer required for County use. The Shasta County Sheriff’s Office contacted Shasta High School to determine if the school would have a need for the surplus robotics equipment.

The Sheriff’s Office confirmed the Shasta High School robotics club does have a need for the surplus items. The surplus items will be utilized in an educational environment to enhance student learning capabilities of robotic systems. The Sheriff’s Office recommendation is to transfer the above referenced surplus property to Shasta Union High School District for use by the Shasta High School Robotics Club.

All accessories related to mitigating a bomb device have been removed from the bomb robot and have been repurposed and

are in use with the current robotics system. Shasta High School will receive the robot and control unit.

ALTERNATIVES

The Board may choose not to approve this action. An alternative is to direct the Support Services Department - Purchasing Unit sell this surplus equipment utilizing either the Govdeals or Public Surplus auction site.

OTHER AGENCY INVOLVEMENT

The Support Services Department-Purchasing Unit concurs with the recommended action. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

There is minimal cost associated due to staff time needed to determine distribution of the surplus property, publicly noticing the transfer, and to bring the request to the Board pursuant to the applicable Government Code. Since the department is recommending a transfer instead of a sale of the equipment, there could be General Fund impact if the sale yields revenue. However, there is no guarantee that the costs associated with processing a sale versus this transfer would be higher than the revenue from the sale.

ATTACHMENTS:

Description	Upload Date	Description
Resolution for Surplus Items	9/18/2019	Resolution for Surplus Items

RESOLUTION NO. 2019-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
TRANSFERRING SURPLUS ROBOTICS EQUIPMENT TO SHASTA UNION HIGH SCHOOL
DISTRICT**

WHEREAS, Government Code section 25365 provides the County of Shasta (County) authority to transfer surplus personal property to any school district by a 4/5 vote if the property is not required for County use; and

WHEREAS, County has available surplus/obsolete Vanguard MK I Bomb Disposal Robot, serial #045-281, and a Deep Ocean Phantom 300, Underwater Remote Operated Vehicle (ROV); and

WHEREAS, the Shasta County Sheriff's Office has indicated a need for the surplus/obsolete Vanguard MK I Bomb Disposal Robot, serial #045-281, and a Deep Ocean Phantom 300, Underwater Remote Operated Vehicle (ROV) to be transferred to Shasta Union High School District for educational use by the Shasta High School Robotics Club; and

WHEREAS, the Shasta County Sheriff's Office has received authorization from the California Office of Emergency Services to dispose of the surplus/obsolete equipment; and

WHEREAS, the County Board of Supervisors desires to transfer one, Vanguard MK I Bomb Disposal Robot, serial #045-281 and a Deep Ocean Phantom 300, Underwater Remote Operated Vehicle (ROV), to Shasta Union High School District; and

WHEREAS, notice of this has been published in a newspaper of general circulation as required by Government Code sections 25365(c), 6060 and 6061.

NOW, THEREFORE, BE IT RESOLVED that the surplus Bomb Robot and the Deep Ocean Phantom 300, Underwater Remote Operated Vehicle (ROV) is no longer required for County use.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Shasta that the County will and does hereby transfer to Shasta Union High School District surplus Vanguard, MK I, Bomb Disposal Robot serial #045-281, and a Deep Ocean Phantom 300, Underwater Remote Operated Vehicle (ROV).

DULY PASSED AND ADOPTED this 1st day of October, 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: October 1, 2019

CATEGORY: Consent - Public Works-15.

SUBJECT:

2019 SB-1 Pavement Rehabilitation – Notice of Completion

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “2019 SB-1 Pavement Rehabilitation Project,” Contract No. 706801, and record it within 15 days of actual completion.

SUMMARY

The 2019 overlay project has been completed.

DISCUSSION

On May 14, 2019, J.F. Shea Construction, Inc. was awarded the construction contract for the "2019 SB-1 Pavement Rehabilitation" project. The work entailed placing an asphalt concrete overlay on seven miles of County highway, re-constructing shoulders, and re-striping. The work is now complete.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The total cost of this project is estimated to be \$2,105,000. The Roads Fiscal Year (FY) 2018/19 and FY 2019/20 budgets include appropriations of \$1,300,000 and \$805,000, respectively. FY 2018/19 SB-1 Road Maintenance and Rehabilitation Account (RMRA) revenue will cover 100% of the project costs.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Public Works-16.

SUBJECT:

Public Works Equipment – Award Purchases

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions: (1) Award the purchase of one transfer truck to Western Truck Parts & Equipment of Redding, California for a total price of \$176,423.26 (including tax and delivery) under Sourcewell Contract #081716-PMC; (2) award the purchase of one dump truck with plow and dump related components to Riverview International Trucks, LLC, of West Sacramento, California for a total price of \$207,320.12 (including tax and delivery) under California Multiple Award Schedule (CMAS) #1-18-23-20F; and (3) approve and authorize the purchase of the transfer truck under the Sourcewell Contract and the dump truck under the CMAS contract.

SUMMARY

Two road maintenance truck replacements are proposed.

DISCUSSION

Heavy trucks are used to maintain County roads (hauling materials and equipment, snowplowing, etc.). New California Air Board Emission Requirements are phasing in by 2025. Modern computer-controlled engines (Tier 4) are generally required. A few low-use trucks may be exempted. The County fleet is on track to meet the new standard. Two older trucks are proposed for replacement this year. Western Truck Parts & Equipment of Redding, California provided a quote per Sourcewell Contract #081716-PMC for the transfer truck and Riverview International Trucks, LLC of West Sacramento, provided a quote per CMAS Contract #1-18-23-20F for the dump truck. Both Sourcewell (formally NJPA) and CMAS contracts are competitively procured through state government processes.

ALTERNATIVES

The Board may decline to replace the trucks. The existing vehicles may remain in service for a few more years.

OTHER AGENCY INVOLVEMENT

County Purchasing has approved the purchases. This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Adequate appropriations to replace the vehicles are included in the Adopted FY 2019/20 Roads budget. The vehicles will be funded by Highway Users Tax.

ATTACHMENTS:

Description	Upload Date	Description
Western Truck Quote (Transfer Truck)	9/23/2019	Western Truck Quote (Transfer Truck)
Riverview Intl. Trucks Quote (Dump Truck)	9/23/2019	Riverview Intl. Trucks Quote (Dump Truck)

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. R0022827

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

PURPOSE **Replacement for Equipment #001 002**

DATE REQUIRED BUDGET ACCT. NO. **065175** *W*

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR		Western Truck Parts & Equip	
ADDRESS	1800 Twin View Blvd Redding Ca 96003		
TELEPHONE	(530) 246-2460		
SUBMITTED BY	Tom King		
TERMS:			

ITEM	QUANTITY	UNIT	DESCRIPTION CATALOG NO., ETC.	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
1	1	ea	2021 New Peterbilt Model 389 Cab and Chassis Truck				164,383 00					
2			With Installed Hydraulic Wet Kit.									
3			Refer To SourceWell Contract 081716-PMC									
4												
5												
6												
7			Title & DOC Fee				85 00					
8			Estimated Licensing				37 50					
9			Ca.Sales Tax				11,917 76					
10			Total				176,423 26					

SUGGESTED VENDOR Western Truck Parts & Equipment		SPECIAL INSTRUCTIONS:		FUNDS OK TO \$ _____		REJECTED FOR:	
VENDOR ADDRESS 1800 Twin View Blvd. Redding, Ca. 96003				CODING CHECKED		<input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING	
REQUESTED BY: Craig Isberg		DATE 08/28/19		ACCOUNT NUMBER		AMOUNT	
APPROVED: <i>Jason Elk</i>		DATE 8.28.19					
SECTION SUPERVISOR				ITEM NUMBER		AMOUNT	
APPROVED: <i>Alley Butz</i>		DATE 9-18-19					
DIRECTOR							

Western Truck Parts & Equipment**CUSTOMER PURCHASE ORDER****- For New & Used Vehicles -**

Tom King - Phone: (530) 246-2460 - Cell: 530-229-4781 - Email: tking@wtpe.com

Date: 06/24/2019**Seller:** Western Truck Parts & Equipment**City/State:** Redding, CA 96003**Purchaser:** SHASTA COUNTY DEPT OF SUPPORT SERVICES PURCHASING**Address:** 1450 Court Street**City/State/Zip:** Redding CA 96001**Phone/Contact:** (530)225-5146

I hereby order from you, subject to all terms and conditions contained herein and the ADDITIONAL PROVISIONS printed on Page 2 of this form, the following equipment for delivery on or about: _____

QTY	Year	New/ Used	Make	Model	Serial Number	Stock #	Body	Price
1	2021	New	PETERBILT	389		SOURCEWELL		\$164,383.00

Additional Items:

INSTALL WET KIT

ENGINE & AFTERTREATMENT 5 YR/100,000 MILES

2021 Transfer SourceWell

TRADE - IN(S)

Yr/Make/Model

VIN. #

Body Type

Allowance

Amt. Owing

Lienholder

Net Trade Allow.

If a trade-in is delivered to Dealer in a different condition than appraised, or its parts or attachments have been removed or substituted, then it shall be reappraised, and the difference in value shall be paid in cash to Dealer. Purchaser warrants that ownership, and titles of trade-ins are free and clear of all liens and encumbrances except as noted and will pay in cash to Dealer any undisclosed amounts owed. If any such cash adjustment is not paid on demand, purchaser authorizes Dealer to repossess the vehicle.

NOTE: USED VEHICLES ARE SOLD "AS IS" WITH NO WARRANTY, unless otherwise certified by Seller in Writing.

PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER, and the additional provisions printed on page 2.

Cash Price: \$164,383.00

Estimated Sales Tax: \$11,729.27 11,917.71

Title & DOC Fee: \$85.00

Estimated FET: \$0.00

Estimated Licensing: \$37.50

Total Cash Price: \$176,234.77

Down Payment: 176,423.26

Nonrefundable Deposit:

Net Trade In: \$0.00

Total Down: 0.00

Cash Due On Delivery: \$176,234.77 176,423.26

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all items and conditions of that agreement are hereto made part of and an attachment to this order by this reference.

Unpaid Balance Financed By:

NOTE: This order is subject to written acceptance of the Seller by a manager as indicated below. Purchaser's deposit will be refunded if not accepted, otherwise, deposit is nonrefundable.

Customer Acceptance:**Management Acceptance:**

Deal#:

DE-24256/2017-16355

(Date)

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Page 1

(Date)

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

PURPOSE **Replacement for Equipment #014**

DATE REQUIRED BUDGET ACCT. NO. **065175**

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Riverview International Trucks		
ADDRESS	2445 Evergreen Ave. West Sacramento Ca, 95691		
TELEPHONE	(916) 371-3110		
SUBMITTED BY	Pat Sawyer		
TERMS:			

ITEM	QUANTITY	UNIT	State of Calif. Contract # 1-18-23-20F	ESTIMATED TOTAL COST	UNIT PRICE AMOUNT			UNIT PRICE AMOUNT			UNIT PRICE AMOUNT			AMOUNT
					UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	
1	1	ea	2020 New International Model HV507 SFA Dump Truck				68,391	32						
2	1	ea	With Included Options				16,996	86						
3	1	ea	Advanced Truck Body Install Plow, Dump and Related Componets				107,827	50						
4														
5														
6			DOC Fee				80	00						
7														
8	6	ea	Ca. Tire Tax		1	75	10	50						
9			Tax				14,013	94						
10			Total				207,320	12						

SUGGESTED VENDOR Riverview International Trucks LLC			SPECIAL INSTRUCTIONS:			FUNDS OK TO \$ _____			REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING					
VENDOR ADDRESS 2445 Evergreen Ave. West Sacramento Ca, 95691						CODING CHECKED _____								
REQUESTED BY: Craig Isberg			DATE 08/28/19			ACCOUNT NUMBER						AMOUNT		
APPROVED: <i>Jason Eitz</i>			DATE 8-28-19											
SECTION SUPERVISOR						ITEM NUMBER			AMOUNT					
APPROVED: <i>Cheryl Bate</i>			DATE 9-18-19											
DIRECTOR														

Riverview International Trucks, LLC
2445 Evergreen Ave.
West Sacramento
California 95691
916-371-3110



Date	07/18/19		SS# / TIN
Buyer	County of Shasta		
Address	4363 Eastside Road		
City, State	Zip	County	Tax Rate
Redding, CA	96001	Shasta	7.250%
ATTN:	Craig Isberg		
Ship To Address	Same		

Stock Number	Mileage	Year	New/Used	Make	Model	Serial #/Description	Axes	Stock Number	Sales Price
		2020	New	INTL	HV	Line 39 - State of CA vehicle contract #1-18-23-20F	2	TBD	\$68,391.32
Driver's License Number	State					Included options:			\$16,996.86
License Plate Number						Double frame rail, license plate holder, front frame extensions, 14K front axle/suspension capacity, front/rear synthetic axle fluid, traction control, electrical to rear, brakes for application, air tanks under battery box, tilt steering, driveline per International requirement, vertical exhaust pkg, engine brake, 12 volt receptacle, dual air horns, 165 amp alternator, 2850 CCA batteries, 2 way radio wiring, body builder wiring to back of cab, am/fm/bluetooth radio w/ speakers, back up alarm, electrical to rear, battery box left side, plow light harness, jump start stud, work light wiring, pre-trip exterior lights, headlights on with wipers, battery disconnect switch, air horn, aux 40 amp switch, power source - USB and power port, splash panel insulation, bug screen, block heater, L9 350HP motor, snow valve, remote throttle pre wire, Allison 3000 RDS pkg, 23K rear axle w/ locker, 23.5k suspension, 70 gal fuel capacity, silicone heater hoses, ambient temp /trans temp/air appl gauges, air driver/passenger seats, power/heat mirrors, outer grab handle, cab insulation, power windows/locks, snow wiper blades, wheels/tires to meet application, PTO factory switch, factory switch pack			
						Advanced Truck Body installed plow, dump, and related components			\$107,827.50

Registration				Purchase			
Registered Owner				Sales Price	1		\$193,215.68
Address				Doc Fee	2		\$80.00
Legal Owner				Sales Tax	3		\$14,013.94
Address same				Excise Tax	4		\$0.00
Trades	#1	#2		CA Tire Fee	5	N/A	\$10.50
Make				\$1.75/TIRE			
Yr./Mdl				Sale Price	6		\$207,320.12
Chassis#				Including Taxes			
Body Typ				Down Payment	7a		\$0.00
				Cash			
				Trade In	7b		\$0.00
				Net allowance			
	Amounts		Amounts	Total Down Payment	8		\$0.00
Allowance	\$0.00		\$0.00	Forward Balance	9		\$207,320.12
Amt.Owed	\$0.00		\$0.00	Optional Service Contract	10		\$0.00
Lein Hldr.				License Fees	11	EXEMPT	\$0.00
Net Trade							
Allowance	\$0.00		\$0.00	Balance Due	12		\$207,320.12

Source of Payment: CHECK - P.O.	Out of State Delivery Required? NO	If yes, City and State of delivery: N/A
Optional Service Contract info - N/A	Mileage at delivery: TBD	Body type: Dump
Form/Contract# N/A	Unladen weight: TBD	GCVW/GVWR: TBD
Month/miles/hours? N/A		
Accepted By: (Management)	**PURCHASED USING THE STATE OF CA VEHICLE CONTRACT #1-18-23-20F**	
Order Taken By:	Purchaser Signature:	Date:

Note: This order is subject to the acceptance of the dealer to which it is addressed, and is subject to Written acceptance by its Sales Manager. Purchaser's deposit will be returned if not accepted.
If Vehicle(s) is used the vehicle(s) is sold "as is" with no warranty. Purchaser acknowledges receipt of exact copy of this order.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Public Works-17.

SUBJECT:

CSA No. 2-Sugarloaf Water Budget Amendment

DEPARTMENT: Public Works

County Service Area No. 2-Sugarloaf Water

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
4/5 Vote	No General Fund Impact

RECOMMENDATION

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve a budget amendment increasing appropriations and revenue by \$35,000 in the CSA No. 2 Sugarloaf Water Admin budget offset with a trans-in from the Water Agency to outfit a new well.

SUMMARY

A budget amendment is proposed to secure a reliable water supply for CSA No. 2-Sugarloaf Water.

DISCUSSION

CSA No. 2-Sugarloaf Water serves 64 customers near Lakehead. The system is supplied by a well and a spring. These sources have been lacking in water quality and quantity. The well was recently upgraded to meet current treatment standards. The spring treatment works remain obsolete but have been pressed into service to meet demand. A boil water notice has been in effect since last summer.

The County recently obtained a grant to drill another well (Well #2). That well has been drilled, developed and tested with good results. A grant from the Water Agency is proposed to outfit Well #2 with treatment and control works and tie it into the system. The spring source will be shut off and the boil notice will be lifted.

ALTERNATIVES

The Board may decline to approve the budget amendment. Well #2 will remain offline and the boil notice will remain in effect.

OTHER AGENCY INVOLVEMENT

The Auditor-Controller will process the budget amendment upon Board approval. The County Administrative Office has reviewed this recommendation.

FISCAL IMPACT

The total cost of this project is estimated to be \$60,000. The Adopted FY 2019/20 CSA No. 2 Sugarloaf Water Admin budget includes appropriations of \$25,000. The recommended budget amendment will increase appropriations to \$60,000. The Shasta County Water Agency will fund this project.

ATTACHMENTS:

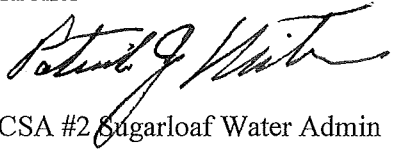
Description	Upload Date	Description
CSA No. 2-Sugarloaf Budget Memo	9/18/2019	CSA No. 2-Sugarloaf Budget Memo

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

MEMORANDUM

DATE September 18, 2019 FAF 020004
TO Brian Muir, Auditor-Controller
FROM Pat Minturn, Director 
SUBJECT Budget Amendment for CSA #2 Sugarloaf Water Admin

A budget amendment is requested in CSA #2 Sugarloaf Water Admin Budget Unit 00375. The purpose of this budget amendment is to increase appropriations and revenue by \$35,000.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is our intention to present this to the Board of Supervisors for approval on October 1, 2019. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Jenn Duval, CAO Administrative Analyst

County of Shasta

Budget AmendmentCSA #2 Sugarloaf Water Admin

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00375	033500	Maintenance of Equipment	10,000	45,000	35,000
					-
					-
					-
TOTAL					35,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00375	806371	Tran In Shasta Co Water Agency	25,000	60,000	35,000
					-
					-
					-
TOTAL					35,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Consent - Other Departments-18.

SUBJECT:

Award the Purchase of a 3000 Gallon Water Tender for Shasta County Fire.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

DEPARTMENT CONTACT: Julia Hayen, Staff Services Analyst (530) 225-2516

STAFF REPORT APPROVED BY: Bret Gouvea, County Fire Warden

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

RECOMMENDATION

Award to the low bidder, Fouts Bros. Fire Equipment, the contract for the purchase of a 3,000 gallon water tender for County Service Area No. 1-County Fire, for the total purchase price of \$254,534 (including sales tax and delivery).

SUMMARY

In an effort to supply fire protection to the citizens of Shasta County, County Fire is recommending the purchase of a 3000 Gallon Water Tender with a 1000 gallon per minute pump and two wheel drive transmission. The purchase of this Water Tender will allow a 1980 Kenworth Water Tender to be removed from the property list as a part of the SCFD vehicle replacement cycle. This vehicle is 39 years old, well past the expected 25 years of use, and it presents a greater fiscal liability for repair than total replacement of the vehicle.

This new Water Tender is needed to provide rural fire protection. Reliable vehicles with water supply capability are a necessary part of rural fire protection. Having safe and reliable equipment allows the volunteer companies to do their job with a greater measure of professionalism as well as enhancing their ability to respond.

DISCUSSION

Letters of Invitation for Request for Quote 20-04 were issued on July 30, 2019 and closed on August 26, 2019. The Letters of Invitation were issued, and the Request for Quote were also posted on the Shasta County competitive procurement website; one response was received. Fouts Brothers, Inc. was the only bidder and they are able to meet the specifications outlined in RFQ 20-04, suitability of purpose, quality, service, previous experience and date of delivery. The quote price includes all inspections, sales tax and delivery. Manufacturer's liability coverage is included.

ALTERNATIVES

The Board may request additional information about the quote for this purchase. The Board may decline to award the quote and the purchase at this time.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. The Shasta County Purchasing Department has completed the procurement process in conjunction with County Fire staff.

FISCAL IMPACT

The total cost for this purchase is \$254,534. The funding for the recommended Water Tender purchase has been appropriated as a part of the County Fire 2019/20 Adopted budget. The funding comes from Measure B funds designated for fire equipment purchase.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Regular - Public Works-4.

SUBJECT:

CSA No. 6-Jones Valley – Emergency Pump Repair

DEPARTMENT: Public Works

County Service Area No. 6-Jones Valley Water

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?
4/5 Vote	General Fund Impact

RECOMMENDATION

Take the following actions on behalf of County Service Area (CSA) No. 6-Jones Valley Water: (1) Adopt a resolution which finds that an emergency exists that will not permit a delay resulting from a competitive solicitation for bids to improve the well; (2) ratify the Deputy Public Works Director's signatures on Purchase Orders #14701 in the amount of \$12,055.34 and #14702 in the amount of \$49,500, and authorize future additional costs that may be incurred, for a total not to exceed \$80,000 to restore, repair or replace Pump #2 to service; (3) find the project to remove and replace Pump #2 motor to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15269; and (4) approve a budget amendment increasing appropriations by \$80,000 in the CSA No. 6-Jones Valley Water Admin budget offset by use of fund balance.

SUMMARY

An emergency project is proposed to repair Pump #2 in CSA No. 6-Jones Valley.

DISCUSSION

County Service Area No. 6-Jones Valley Water provides potable water to 500 households in Jones Valley. The system draws out of Shasta Lake via three 60hp pumps/motors in steel casings extending several hundred feet below the water surface. Any one of these pumps is adequate to meet potable water and fire suppression demand in the CSA. All of the pumps and motors were replaced in 2012. Their current status is as follows:

Pump #1: Damaged check valve. It is operational in a manual mode.

Pump #2: Failed in 2017 and remains offline.

Pump #3: Failed last summer and was replaced. It has failed again, drawing zero amperage.

The CSA is entirely reliant upon Pump #1 for supply. The CSA has 650,000 gallons in storage. Failure of Pump #1 would precipitate loss of water service within two days. Staff proposes to fix Pump #2. Staff considers the project to be "immediately needed to address a health and safety risk to the community." Public Contract Code sections 1102 and 22050

provide for the finding of an emergency and waiver of competitive bidding requirements in cases of emergency.

The work will entail extracting approximately 600 feet of 4” discharge line and the pump/motor from within a 12” casing. The failed motor will be replaced and the process reversed. Work will take place on shore. It is anticipated that the existing pump and wire will be re-used. J&J Pumps has provided estimates totaling \$61,555.34 for this work (\$12,055.34 parts + \$49,500 labor). Staff has directed J&J Pumps to proceed with procurement and installation. The pump has arrived and extraction has begun. If all goes well, Pump #2 will be online this week.

Pursuant to Government Code sections 25214.3 and 25214.4, the Board of Supervisors has discretion to authorize expenditures from the County’s General Fund on behalf of a CSA, but the CSA must repay the County General Funds in the same fiscal year, unless the repayment period is extended or there is a finding that the repayment qualifies for waiver, in whole or in part. Accordingly, the proposed resolution includes provisions acknowledging these loan and repayment obligations of the CSA.

ALTERNATIVES

The Board may decline to make the emergency finding and approve the contract award to J&J Pumps. Plans and specifications could be prepared and circulated for competitive bidding. The project would be delayed by 3-4 months. If Pump #1 failed in the interim, five hundred households would be without water until repairs could be made.

OTHER AGENCY INVOLVEMENT

The Auditor-Controller will process the budget amendment upon Board approval. County Counsel has reviewed and approved the resolution and contract as to form. The recommendations have been reviewed by the County Administrative Office.

FISCAL IMPACT

CSA No. 6-Jones Valley Water Admin Fund is currently insolvent with a cash balance of (\$96,000). A significant rate increase was implemented earlier this year. It was anticipated that it would take several years for the CSA to return to fiscal health. Revenues have since increased by approximately \$10,000 per month. A budget amendment is recommended to increase appropriations by \$80,000. The fund will remain in a negative cash position throughout Fiscal year 2019/20. Insolvent CSA expenditures impact the General Fund until the CSA returns to solvency.

ATTACHMENTS:

Description	Upload Date	Description
CSA No. 6-Jones Valley Emergency Pump Repair Resolution	9/27/2019	CSA No. 6-Jones Valley Emergency Pump Repair Resolution
P.O. #14701	9/26/2019	P.O. #14701
P.O. #14702	9/27/2019	P.O. #14702
CSA No. 6-Jones Valley Budget Memo	9/26/2019	CSA No. 6-Jones Valley Budget Memo

RESOLUTION NO. 2019-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA**

**(1) FINDING THAT EMERGENCY CONDITIONS EXIST IN THE AREA OF
CSA NO. 6—JONES VALLEY WATER PURSUANT TO PUBLIC CONTRACT CODE
SECTIONS 1102, 20134 AND 22050; (2) RATIFYING PURCHASE ORDERS #14701 AND
#14702; (3) ENTERING INTO AN EMERGENCY CONTRACT PURSUANT TO PUBLIC
CONTRACT CODE 22050 WITHOUT COMPETITIVE BIDDING OR GIVING NOTICE
FOR BIDS TO LET CONTRACTS TO REMOVE AND REPLACE WATER PUMP #2; (4)
FINDING THAT THE WORK IS STATUTORILY EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINES 14 CCR
SECTION 15269(c) FOR EMERGENCY REPAIRS AND REPLACEMENT NECESSARY
FOR PROVISION OF WATER SERVICE AND FIRE SUPPRESSION FOR
CSA NO. 6—JONES VALLEY WATER**

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, pursuant to Public Contract Code section 20134(a), “In cases of emergency, when repair or replacements are necessary to permit the continued conduct of county operations or services, the board of supervisors, . . . may proceed at once to replace or repair any and all structures without adopting the plans, specifications, strain sheets, or working details or, subject to Chapter 2.5 (commencing with Section 22050), giving notice for bids to let contracts. If notice for bids to let contracts will not be given, the board shall comply with Chapter 2.5 (commencing with Section 22050)”; and

WHEREAS, Public Contract Code section 22050(a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts”; and

WHEREAS, pursuant to Public Contract Code section 22050(c)(3), the Board of Supervisors shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

WHEREAS, CSA No. 6—Jones Valley Water provides potable water to approximately 500 households in Jones Valley; and

WHEREAS, the water system draws out of Shasta Lake via three separate 60 horsepower pumps and motors in steel casing extending several hundred feet below the water surface; and

WHEREAS, only one of the three pumps (hereinafter referred to as Pump #1) is currently marginally operational and is at risk of failure; and

WHEREAS, any one of these pumps is adequate to meet potable water and fire suppression demand in the CSA; and

Resolution No. 2019-
October 1, 2019
Page 2 of 3

WHEREAS, all three of the pumps and motors were replaced in 2012 and their current status is as follows: Pump #1 has a damaged check valve and is operational in a manual mode only; Pump #2 failed in 2017 and remains offline and non-operational; Pump #3 failed last summer (2018) and was replaced but has failed again and is non-operational; and

WHEREAS, the CSA No. 6–Jones Valley Water is currently entirely reliant upon Pump #1 for water supply due to the failures and non-operability of the remaining two pumps; and

WHEREAS, CSA No. 6-Jones Valley Water has approximately 650,000 gallons of water in storage; and

WHEREAS, failure of Pump #1 would precipitate loss of water service within approximately two days; and

WHEREAS, it is proposed that all necessary work and actions be taken immediately to repair or replace Pump #2.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Shasta finds that the status and conditions of the water system which provides a source of drinking water and fire suppression to the customers of CSA No. 6–Jones Valley Water constitutes an emergency under Public Contract Code section 1102.

NOW, BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Shasta hereby finds that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the actions hereby authorized are necessary to respond to the emergency.

NOW, BE IT FURTHER RESOLVED, that during the existence of this emergency, the Board of Supervisors of the County of Shasta, waives the competitive bidding requirements pursuant to Public Contract Code section 22050 and accordingly, the County shall repair or replace Pump #2 and shall otherwise take any directly related and immediate action required by the emergency to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

NOW, BE IT FURTHER RESOLVED, that the Shasta County Director of Public Works is hereby granted authority to order any action reasonably necessary to repair or replace Pump #2 and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, in accordance with this Resolution.

NOW, BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Shasta hereby ratifies the purchase orders with J&J Pumps, #14701 in the amount of \$12,055.34 for an 8” Franklin Standard 460V 3PH submersible motor and #14702 in the amount of \$49,500 for labor associated with the subject water pump failure issues.

NOW, BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Shasta authorize the Chairman or Director of Public Works to execute a contract with J & J Pumps, Inc., in an amount not to exceed \$80,000, to restore, repair or replace Pump #2 serving CSA No. 6–Jones Valley.

Resolution No. 2019-
October 1, 2019
Page 3 of 3

NOW, BE IT FURTHER RESOLVED, that pursuant to Government Code section 25214.3, the funds used to pay the cost of repair or replacement of the water pump shall constitute a loan to CSA No. 6–Jones Valley Water and CSA No. 6–Jones Valley shall repay the loan to the County’s General Fund within the same fiscal year as required by Government Code section 25214.3, unless terms and conditions for repayment of the loan are otherwise modified by the Board of Supervisors as allowed by Government Code section 25214.4.

NOW, BE IT FURTHER RESOLVED, that the action from the contract and wellhead improvements referenced herein is exempt from the California Environmental Quality Act (“CEQA”) (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. (“State CEQA Guidelines”)), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project.

NOW, BE IT FURTHER RESOLVED, that this Board of Supervisors will review the need for continuing emergency work at least once every fourteen days until this Board determines review is no longer required in accordance with Public Contract Code section 22050.

DULY PASSED AND ADOPTED this 1st day of October, 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



ESTIMATE

DATE: 09/24/2019
 EXP. DATE: 12/23/2019
 ESTIMATE # 2692

PO# 14701

J&J Pumps, Inc.
 www.jandjpumps.com
 4952 S. Barney Rd.
 Anderson, CA 96007
 Phone: 1-800-954-8442
 Email: customerservice@jandjpumps.com

BILL TO:

SHASTA CO. PUBLIC WORKS
 FACILITIES MANAGEMENT
 1855 PLACER ST.
 REDDING, CA 96001

SERVICE TO:

SHASTA CO. PUBLIC WORKS
 RUSS (SHASTA COUNTY)
 Jones Valley
 Junction City, CA 96003

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
MOTORONLY	8" FRANKLIN STANDARD 460V 3PH SUBMERSIBLE MOTOR - 2-3 WEEK LEAD TIME	1.00	\$10,984.00	Item	\$10,984.00	Y
FREIGHT	PASS THRU FREIGHT	1.00	\$275.00	Item	\$275.00	N

SUBTOTAL \$11,259.00
 TAX RATE* 7.2500%
 TAX \$796.34
 OTHER -
TOTAL \$12,055.34

MEMO

REPLACEMENT MOTOR AND SPLICE KIT

TERMS & CONDITIONS

The author of this content is not a licensed professional engineer. Any engineering information or advice is the opinion of the author and only based on the information available to him/her at the time, which may not be complete. Any engineering information or advice from us is not intended to and cannot be used by anyone as a substitute for the independent professional judgement or due diligence of the design professionals (including, without limitation, the engineer of record) involved in the project.

C. Mury B.A. 9/24/19



ESTIMATE

DATE: 09/26/2019
EXP. DATE: 12/23/2019
ESTIMATE # 2691

J&J Pumps, Inc.
www.jandjpumps.com
4952 S. Barney Rd.
Anderson, CA 96007
Phone: 1-800-954-8442
Email: customerservice@jandjpumps.com

P.O. #14702

BILL TO:

SHASTA CO. PUBLIC WORKS
FACILITIES MANAGEMENT
1855 PLACER ST.
REDDING, CA 96001

SERVICE TO:

SHASTA CO. PUBLIC WORKS
RUSS (SHASTA COUNTY)
Jones Valley
Junction City, CA 96003

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
MOBDEMOBCRANECREW	LABOR: MOBILIZATION, DE-MOB., CRANE, CREW & EQUIPMENT TO PULL PUMP, INSPECT EQUIPMENT & MAKE RECOMMENDATIONS. INCLUDES LABOR FOR RE-INSTALLATION AND START UP SERVICES	1.00	\$49,500.00	Item	\$49,500.00	N
TURBINECREWLABOR	J&J Pumps, Inc. agrees, and will require each subcontractor, to comply with all applicable laws, rules and regulations, including but not limited to the Labor Code and prevailing wage laws.	1.00	\$0.00	Item	\$0.00	N

SUBTOTAL \$49,500.00
TAX RATE* 7.2500%
TAX \$0.00
OTHER -
TOTAL \$49,500.00

C. J. R. 9-27-19



ESTIMATE

DATE: 09/26/2019
 EXP. DATE: 12/23/2019
 ESTIMATE # 2691

MEMO

Motor has full voltage but not pumping water. Motor is not drawing any amperage. Need to pull pump out to further diagnose.

THE ONLY TIME WE CAN SECURE THE CRANE SERVICE IS NEXT WEEK. WE ARE PULLING HIM AWAY FROM ANOTHER JOB. HE CAN GIVE US TUESDAY AND WEDNESDAY OF NEXT WEEK. WE MAY BE ABLE TO GET HIM A 3RD DAY IF NEEDED. WE NORMALLY PLAN ON 1 FULL WEEK TO ACCOMPLISH THIS JOB. WE ARE GOING TO ATTEMPT TO GET IT DONE IN 2-3 TO WORK WITH CRANE SERVICE. IF WE HAVE TO WORK OVERTIME WE WILL.

QUOTE ASSUMES 3 DAYS ON-SITE WITH CRANE. WE WILL HAVE 2-3 DAYS OF LOADING/UNLOADING/MOB-DEMOB AS WELL. IF WE ONLY NEED CRANE ON-SITE FOR 2 DAYS INSTEAD OF 3 WE WILL DISCOUNT BID BY \$4,500.00

QUOTE ASSUMES THAT PUMP WILL COME OUT OF CASING. WE CAN'T GUARANTEE PUMP ISN'T STUCK OR WON'T GET STUCK TRYING TO PULL IT.

J&J PUMPS, INC. WILL NOT BE HELD RESPONSIBLE FOR DAMAGE TO EQUIPMENT DURING PULLING OF PUMP.
 LABOR INCLUDES MARTY MEYER CRANE SERVICE AS A SUB

SHASTA COUNTY TO HAVE VEGETATION REMOVED AND AREA PREPPED PRIOR TO OUR ARRIVAL
 AT THE PIPE STORAGE RACK AND AT THE ACCESS ROAD- NEED TO TRIM TREES FOR CRANE ACCESS

CURRENTLY SITE IS TOO DANGEROUS TO WORK AT WITH CRANE. SHASTA COUNTY NEEDS TO WIDEN ROAD TO ACCEPTABLE STANDARDS ACCORDING TO CRANE SERVICE AND J&J PUMPS PRIOR TO OUR ARRIVAL.

DUE TO THE LOCATION AND NATURE OF THIS JOB SITE:
 If and whenever, in the opinion of J&J Pumps, on-site work conditions are, or become
 unsafe, J&J Pumps reserves the right to cease operations due to risks to health and
 In such event(s), the County shall bear sole responsible for such conditions, shall
 make necessary on-site repairs, and shall fully compensate J&J Pumps for all materials,
 equipment, labor, etc., which J&J Pumps will have provided, and will need to provide,
 for its operations, and for its withdrawal from the site

AGAIN J&J PUMPS DOES NOT ACCEPT ANY LIABILITY FOR THE DESIGN OF THIS SYSTEM. OUR WARRANTY (J&J) IS GOOD FOR 1 YEAR BUT ONLY COVERS DEFECTS IN WORKMANSHIP. MFG. WARRANTY COVERS MFG. DEFECTS ONLY - POWER SURGES, LIGHTNING, EXCESSIVE ON/OFF MORE THAN ACCEPTABLE TO PUMP AND MOTOR ETC. ARE NOT CONSIDERED WARRANTY ISSUES.

QUOTE IS FOR LABOR ONLY. QUOTE DOES NOT INCLUDE ANYTHING NOT LISTED ON THIS PROPOSAL. QUOTE DOES NOT INCLUDE PARTS. NEED TO PULL PUMP OUT TO DETERMINE CONDITION OF EQUIPMENT IN CASING.



ESTIMATE

DATE: 09/26/2019
 EXP. DATE: 12/23/2019
 ESTIMATE # 2691

NOTES FROM LAST SERVICE THAT ARE APPLICABLE FOR THIS JOB AS WELL:

Conditions for Continuance of Work by J&J Pumps
 J&J Pumps and/or its equipment manufacturers, suppliers, distributors, etc., shall not be responsible or liable, and will not issue nor honor any warranties, regarding labor, equipment, and/or any other liabilities or responsibilities, in the event(s) of lightning and/or electrical power surge events, or any occurrence or condition which violates project safety, specifications, customary industry, utility, or agency standards, manufacturer requirements and standards, and/or normal, acceptable operations and conditions – or for any conditions or events that violate, or which do not conform to, pertinent electrical and other construction and operational codes, regulations, laws, etc.

J&J Pumps and/or its equipment manufacturers, suppliers, distributors, etc., shall not be responsible or liable, and will not issue nor honor any warranties, regarding labor, equipment, and/or any other liabilities or responsibilities, in the event(s) of any and all damages which may occur during extraction or installation of pumps, wiring, and/or any and all associated equipment.

3 | Page
 Page | 3

The County of Shasta, fully including all of its departments, divisions, districts (including CSA #06), etc., immediately and irrevocably acknowledges that the occurrence(s) of all electrical power surges, over - amperage episodes, water hammer conditions, misalignment due to deflection in casing, and all other problematic events and conditions is not, nor ever has never been, caused by, nor is the fault nor responsibility of, J&J Pumps.

If and whenever, in the opinion of J&J Pumps, on - site work conditions are, or become unsafe, J&J Pumps reserves the right to cease operations – due to risks to health and safety. In such event(s), the County shall bear sole responsible for such conditions, shall make necessary on - site repairs, and shall fully compensate J&J Pumps for all materials, equipment, labor, etc., which J&J Pumps will have provided, and will need to provide, for its operations, and for its withdrawal from the site.

The County acknowledges that J&J Pumps will not, and should not, return to the site in order to resume operations until/ unless the County fully and adequately repairs any and all unsafe and difficult conditions, to the full satisfaction of J&J Pumps.

The County of Shasta, and all of its departments, divisions, districts



ESTIMATE

DATE: 09/26/2019
EXP. DATE: 12/23/2019
ESTIMATE # 2691

(including CSA #06), etc., fully acknowledge that the above statements of facts are entirely true, and that J&J Pumps is not responsible nor liable for any past nor current project problems. Accordingly, the County shall fully defend, indemnify, and hold J&J Pumps, Inc., completely harmless from any and all liability, real or alleged, regarding any issues and items regarding this project. The County shall also defend, indemnify, and hold the Consultant completely harmless from any and all liability, real or alleged, for any and all installations and construction, and for the performances of all installed and constructed equipment, materials, systems, etc., that have been provided, installed, and/or constructed, and/or will be provided, installed and/or constructed in the future.

TERMS & CONDITIONS

The author of this content is not a licensed professional engineer. Any engineering information or advice is the opinion of the author and only based on the information available to him/her at the time, which may not be complete. Any engineering information or advice from us is not intended to and cannot be used by anyone as a substitute for the independent professional judgement or due diligence of the design professionals (including, without limitation, the engineer of record) involved in the project.

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

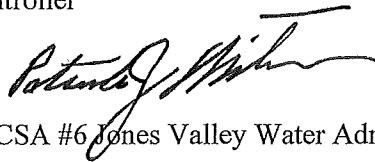
MEMORANDUM

DATE September 26, 2019

FAF 020004

TO Brian Muir, Auditor-Controller

FROM Pat Minturn, Director



SUBJECT Budget Amendment for CSA #6 Jones Valley Water Admin

A budget amendment is requested in CSA #6 Jones Valley Water Admin Budget Unit 00377. The purpose of this budget amendment is to increase appropriations by \$80,000.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is our intention to present this to the Board of Supervisors for approval on October 1, 2019. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Jenn Duval, CAO Administrative Analyst

County of Shasta

Budget AmendmentCSA #6 Jones Valley Water Admin

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00377	033500	Maintenance of Equipment	10,000	90,000	80,000
					-
					-
					-
TOTAL					80,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Regular - Other Departments-5.

SUBJECT:

Introduce an ordinance to update Shasta County Code for creation of Defensible Space for Fire Protection.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

DEPARTMENT CONTACT: Bret Gouvea, Fire Warden, (530) 225-2418

STAFF REPORT APPROVED BY: Bret Gouvea, Fire Warden

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

RECOMMENDATION

Take the following actions: (1) Introduce and waive the reading of an ordinance which adds Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code, and amends section 12.12.050, Grading Permit Exemptions, and 16.04.130, Fire Standards and Equipment, of the Shasta County Code; and (2) find the proposed ordinance is not subject to and exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance.

SUMMARY

The proposed ordinance would help create defensible space for all structures in areas defined as “Urban Lands” by requiring fire hazard reduction on property adjacent to such structures and improvements. The term “Urban Lands” means lands in the unincorporated area of the County in either (1) a zoning district that permits the creation of parcels that are two acres or less in size, or (2) a Planned Development zoning district. In the last two years, California has seen historically large and destructive wildfires. Providing for additional defensible space around structures can assist firefighters to slow the spread of fire and reduce damage to homes and property.

DISCUSSION

The recommendation would add Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code as well as make related amendments to Shasta County Code sections 12.12.050 and 16.04.130.

The proposed Shasta County Code Chapter 8.10 applies to all unincorporated areas of Shasta County including local responsibility and state responsibility, and unincorporated areas within fire protection

districts and other special districts that provide fire protection services.

The primary requirement of Chapter 8.10 states that a responsible party for any parcel entirely or partially within an Urban Lands area shall maintain defensible space of up to 30 feet from his or her property line when the accumulation of fuel on his or her parcel endangers or encroaches on a defensible space of 100 feet from any improvement on an adjacent property that also lies entirely or partially in an Urban Lands area. The Fire Warden may require a distance greater than 30 feet, but not to exceed 100 feet, when he or she determines the additional distance is necessary to provide adequate defensible space for improvements on an adjacent property.

Only parcels that lie entirely or partially within an Urban Lands area will be subject to the defensible space requirements of this ordinance. The term “Urban Lands” means lands in the unincorporated area of the County in either (1) a zoning district that permits the creation of parcels that are two acres or less in size, or (2) a Planned Development zoning district.

Removal of the flammable fuels shall be done using methods that minimize surface disturbance and prevent erosion. Any violation of this ordinance shall be a fire hazard and public nuisance subject to abatement under Shasta County Code Chapters 1.12 and 8.28, as well as any other procedure permitted by law. Additionally, the ordinance provides for the County to recover any abatement costs incurred by the County pursuant to Government Code section 25845.

Section 12.12.050 of the Shasta County Code establishes certain exemptions to the requirements for obtaining a grading permit. The primary revisions to Section 12.12.050 are (1) to extend the existing exemption for defensible space clearing to include clearing under the proposed Chapter 8.10, and (2) make other amendments that, in summary (a) require the use of best management practices to minimize erosion and prevent off-site discharge of sediment and (b) prohibit the use of an exemption if the proposed activity would otherwise violate or assist in violating any regulatory or prohibitory provision of the Shasta County Code or any other law.

Section 16.04.130 of the Shasta County Code currently requires that, prior to issuance of a certificate of occupancy, the building official shall require that the site provide defensible space for a structure on the site of not less than 30 feet or to the property line. The primary revisions are to extend that prohibition to 100 feet or the property line, consistent with Section 4291 of the Public Resources Code.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the following categorical exemptions: Sections 15304 (i) (fuel management activities), 15307 (actions taken as authorized by local ordinance to assure protection of natural resources), 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement) of the CEQA Guidelines. There are no unusual circumstances under CEQA Guideline section 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

ALTERNATIVES

The Board could choose not to approve the recommendation or could revise the proposed ordinance; could

defer acting on the recommendation until a later date; or could seek additional information from staff.

OTHER AGENCY INVOLVEMENT

County Counsel has drafted the proposed ordinance. The County Administrative Office, County Fire Department, Resource Management Department, Public Works Department, and the Agricultural Commissioner/Sealer of Weights and Measures have reviewed the recommendation.

FISCAL IMPACT

There is no additional cost associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Defensible Space Ordinance	9/23/2019	Defensible Space Ordinance

ORDINANCE NO. SCC 2019-_____
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SHASTA
ADDING CHAPTER 8.10, “DEFENSIBLE SPACE FOR FIRE PROTECTION,”
TO THE SHASTA COUNTY CODE, AND AMENDING SECTION 12.12.050 AND
SECTION 16.04.130 OF THE SHASTA COUNTY CODE

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION I.

Chapter 8.10 of the Shasta County Code is enacted to read in its entirety as follows:

Chapter 8.10

DEFENSIBLE SPACE FOR FIRE PROTECTION

Sections:

8.10.010	Findings
8.10.020	Definitions
8.10.030	Enforcement Responsibility/Applicability
8.10.040	Prohibitions/Defensible Space Requirements
8.10.050	Removal of Prohibited Materials
8.10.060	Enforcement

8.10.010 Findings

The Board of Supervisors makes the following findings and declarations:

- A. The accumulation of combustible material, including petroleum based products and wildland fuels, on private property in areas subject to higher density development is hereby found to create a condition that is a fire hazard and potentially injurious to the health, safety, and general welfare of the public. Such a fire hazard is of unique concern in areas subject to higher density development due to the potential for greater loss of life, injury, and property damage, as well as the need for clear fire evacuation routes in such areas.
- B. Therefore, the presence of such combustible material on parcels as hereinafter defined in violation of any regulatory or prohibitory provisions of this Chapter is hereby declared to constitute a public nuisance.

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- C. Nothing in this chapter shall replace or conflict with the authority of the County Agricultural Commissioner to eradicate noxious weeds under applicable sections of the California Food and Agricultural Code.

8.10.020 Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

- A. "DEFENSIBLE SPACE" is an area either natural or man-made, where fuel has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire, to create an area for fire suppression operations to occur, and to reduce the risk to improvements from wildfires. The amount of fuel modification necessary shall take into account the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. The intensity of fuels management may vary within the 100-foot perimeter of the structure, the most intense being within the first 30 feet around the structure.
- B. "ENFORCING OFFICER" means the persons or entities with enforcement responsibility of this chapter under Section 8.10.030 of this Code, as currently enacted and as may hereafter be amended.
- C. "FIRE WARDEN" means the Shasta County Fire Warden established pursuant to Chapter 2.32 of the Shasta County Code, as currently enacted and as may hereafter be amended, or his/her authorized representative.
- D. "FUEL" means any combustible material, including petroleum-based products and wildland fuels.
- E. "IMPROVEMENT" means any building or structure, permanent or temporary, erected for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind located in the unincorporated area of the County of Shasta subject to this chapter and shall include agricultural crops. For purposes of this chapter, the term "improvement" shall not include decks, sheds, gazebos, freestanding open-sided shade structures and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling.
- F. "PARCEL" means any contiguous quantity of land in the possession of, or owned by, or recorded as the property of, the same person or entity and which is located in the unincorporated area of the County of Shasta subject to this Chapter.

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- G. "RESPONSIBLE PARTY" means any private individual, organization, firm, partnership, limited liability company, or corporation owning, renting, leasing, or otherwise controlling any parcel located in the unincorporated area of the County of Shasta subject to this chapter.
- H. "URBAN LANDS" means those lands in the unincorporated area of the County of Shasta located in either (a) a zoning district in which the Shasta County Zoning Plan (Title 17 of the Shasta County Code) permits the creation of parcels that are two acres or less in size or (b) a Planned Development zoning district.

8.10.030 Enforcement Responsibility/Applicability.

- A. This chapter shall be applicable in all unincorporated territory of the County of Shasta, including, but not limited to, (1) unincorporated areas classified as local responsibility, (2) unincorporated areas classified as state responsibility pursuant to section 4125 of the Public Resources Code, as currently enacted and as may hereafter be amended, and (3) unincorporated areas within fire protection districts and other special districts that provide fire protection services.
- B. The Fire Warden and his or her designees shall administer and enforce the provisions of this chapter. Fire protection districts and other special districts that provide fire protection services shall have concurrent authority with the Fire Warden to administer and enforce the provisions of this chapter within their respective districts to the fullest extent authorized by law, but no district shall exercise the powers expressly reserved to the Fire Warden in section 8.10.040(A), section 8.10.040 (B), section 8.10.050 (A), and section 8.10.050 (B) of this Chapter, as currently enacted and as may hereafter be amended, without the agreement of the Fire Warden.
- C. This Chapter shall supplement and shall not supersede or limit any other statute, regulation, or ordinance affecting the subject matter hereof, including but not limited to, other fire prevention and protection statutes, regulations, and ordinances enacted by the state, the county, or any other governmental agency having jurisdiction.

8.10.040 Prohibitions/Defensible Space Requirements.

- A. For any parcel that lies entirely or partially within an Urban Lands area, a responsible party shall maintain defensible space of up to 30 feet from the property line of the responsible party's parcel when the accumulation of fuel on the parcel endangers or encroaches on a defensible space of 100 feet from the exterior perimeter of any improvement on an adjacent property that also lies entirely or partially within an Urban Lands area. The Fire Warden may require a distance greater than 30 feet but not to exceed 100 feet when it is determined that the greater distance is necessary to provide defensible space for improvements on

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an adjacent property.

- B. Fuel. For purposes of this section, fuel does not include single specimens of trees, fire-resistant ornamental shrubbery, other fire-resistant planting materials or cultivated ground covers which the Fire Warden determines are well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation.
- C. Grading. The provisions of this chapter shall not be construed to authorize grading which does not comply with the Shasta County regulations regarding grading, excavating, filling, clearing and watercourses found in Title 12 of the Shasta County Code, as currently enacted and as may hereafter be amended. In performing actions in compliance with this Chapter, steps shall be taken to prevent erosion.

8.10.050 Removal of Prohibited Materials.

The following are approved methods for the removal of prohibited materials:

- A. The removal of prohibited materials shall be done using methods such as mowing, cutting, grazing and trimming that minimize surface disturbance, leave the plant root structure intact, and otherwise stabilize the soil and prevent erosion. Removed trees shall have the stumps cut no higher than eight inches above the ground. The height of weeds and annual grasses shall not exceed a height of six inches. Any chipping of trees or vegetation that is done on-site may be allowed to remain so long as it is dispersed over an area not to exceed six inches in depth. If the Fire Warden determines that difficult terrain, danger of erosion, or other unusual circumstances make strict compliance with this section undesirable or impractical, enforcement thereof may be suspended and reasonable alternative measures shall be provided as determined by the Fire Warden.
- B. Areas where prohibited materials are removed may be re-planted with single specimens of trees, fire-resistant ornamental shrubbery, and other fire-resistant planting materials or cultivated ground covers which do not form a means of rapidly transmitting fire from native or landscape plants to any improvement or other vegetation, to the Fire Warden's satisfaction. Re-planting may be required for erosion control.
- C. The removal of prohibited materials shall be carried out in conformance with all applicable federal, state and local laws, ordinances, and regulations.

8.10.060 Enforcement

- A. Any violation of any regulatory or prohibitory provision of this Chapter shall be a fire hazard and a public nuisance subject to enforcement under Chapter 1.12 (Enforcement), as currently enacted and as may hereafter be amended, and Chapter 8.28 (Nuisances) of this Code, as currently enacted and as may hereafter be amended, and shall be subject to enforcement under any other procedure permitted by law. All remedies provided herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law.
- B. Any violation of any regulatory or prohibitory provision of this Chapter is subject to Chapter 1.08 of this Code. This chapter is a safety and regulatory provision necessary for the protection of the public health, welfare, and safety. Unless otherwise specifically provided in this chapter or by state law, in any criminal prosecution for a violation of this chapter it is not necessary to prove knowledge or criminal intent.
- C. The Board of Supervisors may order that the cost of abating nuisances pursuant to this Chapter be specially assessed against the respective parcels of land pursuant to section 25845 of the Government Code, as currently enacted and as may hereafter be amended. The Board of Supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to section 25845 of the Government Code, as currently enacted and as may hereafter be amended. The Board of Supervisors may also cause notices of abatement lien for the cost of abating nuisances pursuant to this Chapter to be recorded against the respective parcels of land pursuant to section 14931 of the Health and Safety Code, as currently enacted and as may hereafter be amended, which shall have the force, effect, and priority of judgment liens.
- D. Nothing in this Chapter shall be construed as imposing any duty to abate a violation of this Chapter, nor to take any other action with regard to any violation of this Chapter, and neither the Fire Warden, nor any enforcing officer, nor the County of Shasta shall be held liable for failure to abate any violation of this Chapter, nor for failure to take any other action with regard to any violation of this Chapter.
- E. This chapter is intended to protect the interests of the community at large and is not intended to establish a duty of care for the benefit of any particular person or class of persons.

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SECTION II.

Section 12.12.050 of the Shasta County Code is amended to read in its entirety as follows:

12.12.050 Exemptions

- A. The following activities are exempt from permit requirements of this chapter:
 - 1. Cultivation and production of agricultural products, including but not limited to gardening, forestry regulated by the California Department of Forestry and Fire Protection under an approved Timber Harvest Plan, and the rearing and management of livestock, except as provided in subsection B of this section;
 - 2. Brush clearing in accordance with the provisions of Public Resources Code Section 4291 et seq., as currently enacted and as may hereafter be amended, or pursuant to the provisions of Chapter 8.10 of the Shasta County Code, as currently enacted and as may hereafter be amended, or at the direction of the Fire Warden for fire prevention and safety purposes, except as provided in subsection B of this section;
 - 3. Mining, quarrying, excavating, processing, or stockpiling of rock, sand, gravel, aggregate or clay, as authorized in the zone plan and for which a use permit and reclamation plan have been granted, except as provided in subsection B of this section;
 - 4. Operation of refuse disposal sites for which a valid permit has been issued pursuant to Chapter 8.32, as currently enacted and as may hereafter be amended;
 - 5. Temporary excavation for installation or abandonment of underground storage tanks and associated piping when no permanent change is made in the existing terrain, best management practices are established to minimize erosion and prevent off-site discharge of sediment, and the excavation is refilled and stabilized, except as provided in subsection B of this section;
 - 6. Temporary trench or pit excavation for the purpose of installing underground or overhead utilities where best management practices are established to minimize erosion and prevent off-site discharge of sediment, except as provided in subsection B of this section;

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7. Subsurface geologic exploration under the supervision of a licensed civil engineer, registered environmental health specialist, engineering geologist or archeologist, except as provided in subsection B of this section;
 8. The construction of pits for the containment of drilling fluids, when well drilling is performed pursuant to Chapter 8.56, as currently enacted and as may hereafter be amended, and when best management practices are established to minimize erosion and prevent off-site discharge of sediment, except as provided in subsection B of this section;
 9. Grading conducted during a civil or hazardous material emergency or natural disaster to relieve or correct conditions caused by such emergency or disaster or to make emergency firebreaks;
 10. The removal and spreading of contaminated earth materials from underground tank excavations performed in compliance with Chapter 8.24, as currently enacted and as may hereafter be amended, and when best management practices are established to minimize erosion and prevent off-site discharge of sediment;
 11. Grading performed on public works projects by a governmental agency.
- B. No exemption provided in subdivisions 1, 2, 3, 5, 6, 7, or 8 of subsection A of this section shall apply to any grading (1) that will, or has the potential to, adversely affect any off-site drainage or aquatic habitat, or (2) that will, or has the potential to, adversely affect the lateral or subjacent support of any property not owned by the owner of the land upon which such grading is performed, or (3) that otherwise violates any regulatory or prohibitory provision of the Shasta County Code or any other law, or (4) that is undertaken to facilitate or otherwise assist any violation of any regulatory or prohibitory provision of the Shasta County Code or any other law.

SECTION III.

1. Subsection (A) of Section 16.04.130 of the Shasta County Code is amended in its entirety to read as follows:

16.04.130 Fire Standards and Equipment

- A. Prior to issuance of a certificate of occupancy for any building or mobile home, or any addition to a building or mobile home, the building official shall require that the building site provide defensible space for a distance of not less than 100 feet on each side of the structure or to the property line, as required by Section 4291 of the Public Resources Code.

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2. All other provisions in Section 16.04.130 of the Shasta County Code not specifically amended by this ordinance remain in full force and effect.

SECTION IV.

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the following categorical exemptions: Sections 15304 (i) (fuel management activities), 15307 (actions taken as authorized by local ordinance to assure protection of natural resources), 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement) of the CEQA Guidelines. There are no unusual circumstances under CEQA Guideline section 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

SECTION V.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION VI.

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed. The adoption of this ordinance shall not in any manner affect any action or prosecution for violation of ordinances, which violations were committed prior to the effective date hereof, be construed as a waiver of any license, fee, or penalty required by or resulting from any such ordinance, or affect the validity of any bond (or cash deposit in lieu thereof) required to be posted, filed, or deposited pursuant to such ordinance.

SECTION VII.

This ordinance shall take effect and be in full force and effect 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED _____, 2019, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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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: October 1, 2019

CATEGORY: Regular - Other Departments-6.

SUBJECT:

Proposal to investigate a Reserve Firefighter Program.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

DEPARTMENT CONTACT: Bret Gouvea, Fire Warden (530) 225-2418

STAFF REPORT APPROVED BY: Bret Gouvea, Fire Warden

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

RECOMMENDATION

Take the following actions: (1) Receive a report concerning a proposed Reserve Firefighter Program; and (2) provide direction to staff to move forward with investigating the proposed Reserve Firefighter Program to improve emergency response capability in rural areas of Shasta County.

SUMMARY

Shasta County Fire Department (SCFD) would like to investigate a proposed volunteer Reserve Firefighter Program. The initial program would be a pilot program to improve emergency response capability in rural communities in Shasta County utilizing volunteer firefighters that remain immediately available for response from a fire station for a 24-hour shift.

DISCUSSION

SCFD is responsible for emergency response in the unincorporated areas of Shasta County. This service is provided primarily by volunteer firefighters. Additionally, Shasta County has a contract with CAL FIRE to staff two full time stations in Palo Cedro and south-east Redding, as well as administration of SCFD. Shasta County has continued to grow and develop, at the same time volunteer service has declined across the Country and here in Shasta County. With expanding development and declining volunteers, it has become more difficult to maintain the level of service in all areas of the County.

SCFD would like to investigate creating a volunteer Reserve Firefighter Program to fill the gap in service in parts of Shasta County. The development of a Reserve Firefighter Program is an objective in the 2014 SCFD Master Plan. Current volunteer firefighters carry a pager and respond to their community fire

stations when there is a request for service. These volunteers are paid a small stipend for each response. However, sometimes a community may be without any firefighters available for immediate response.

The Reserve Firefighter Program would provide two-person staffing at a fire station all year. The two-person staffing would consist of one (1) reserve firefighter and one (1) reserve company officer per 24-hour shift. Ideally, the intent is for coverage 24 hours per day, seven days a week, although black out days could occur based on available reserves.

The reserve firefighter would be selected from current SCFD volunteer firefighters in good standing that meet the minimum qualifications for firefighter and company officer. The current idea is for the Reserve Firefighter Program to use a web based scheduling application to choose days that fit within their personal availability. The Reserve Firefighter Program would be supervised by a Battalion Chief and Division Chief using the current CAL FIRE administrative structure.

Because reserve firefighters would be on a 24-hour shift, SCFD must ensure adequate living quarters are available at the facility hosting the firefighters. Some SCFD facilities are owned by the County, however some are owned by cooperating community incorporations. SCFD would need to meet with County Facilities and develop a plan to create livable facilities to support 24-hour staff.

SCFD currently utilizes CAL FIRE contract staffing and volunteer firefighters to provide fire/rescue services across the County. By developing the Reserve Firefighter Program, SCFD will have an additional way to provide services when the existing methods are not able to meet the community need. The Reserve Firefighter Program is a cost-effective option that will meet the minimum response standards for a community.

This Reserve Firefighter Program model is used in many communities across the Nation to provide volunteer emergency response coverage, including San Diego County. The rural communities' service needs and lack of volunteer firefighters in San Diego County closely resemble many of the same communities in Shasta County with like challenges. SCFD staff believe this program may help provide better response coverage in parts of Shasta County.

Once developed, the Reserve Firefighter Program can easily be expanded in other communities in the future where volunteerism is lost and no other means of protection is either feasible or efficient.

ALTERNATIVES

The Board may request additional information on a Reserve Firefighter Program. The Board could decline to have staff continue investigation into development of a Reserve Firefighter Program. The Board could suggest alternate programs for providing emergency response services to rural parts of Shasta County.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed this recommendation. The County Administrative Office has reviewed this recommendation.

FISCAL IMPACT

There is no cost associated with the proposed recommendation for SCFD staff to further investigate a proposed Reserve Firefighter Program.

If adopted, the reserve firefighters would receive a stipend, currently estimated at approximately \$100 or \$125 for each 24-hour shift, based on rank. Total cost for full coverage 2-person staffing is estimated to be \$82,125 per year based on these amounts. However, further legal analysis will be necessary to ensure the stipend amount is consistent with law. SCFD currently pays facility utility costs, but there may be a modest increase due to additional facility use.

Initial expenses for volunteer reserve firefighter background checks and potential medical examinations is anticipated to be minimal based on drawing from the current pool of existing volunteer firefighters.

Each facility hosting a Reserve Firefighter Program may need a small capital investment for living facilities to accommodate 24-hour staffing. Most facilities have at least part of the needed facilities, and all proposed locations can accommodate the changes within the existing structure.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 1, 2019

CATEGORY: Scheduled Hearings - General Government-7.

SUBJECT:

Public Safety Special Tax

DEPARTMENT: County Counsel

Supervisory District No. : All

DEPARTMENT CONTACT: Rubin E. Cruse, Jr., County Counsel; 530-225-5711

STAFF REPORT APPROVED BY: Rubin E. Cruse, Jr., County Counsel

Vote Required?	General Fund Impact?
2/3 Vote	General Fund Impact

RECOMMENDATION

Take the following actions regarding a Special Public Safety Transactions and Use Tax: (1) Receive an update from the County Counsel regarding a special transactions and use tax to support public safety purposes; (2) open the public hearing; (3) close the public hearing; (4) introduce, waive the reading, and enact an ordinance (the "Ordinance") to adopt a special transactions and use tax in an amount not to exceed one percent (1%) to be used for funding public safety purposes in the unincorporated and incorporated areas of the County of Shasta, to be effective upon approval by a two-thirds vote of the qualified electors casting votes; (5) adopt a resolution (the "Resolution") which: (a) calls for an election and places the Ordinance on the ballot for the March 3, 2020 Primary Election for the purpose of enabling voters to approve or reject the Ordinance; and (b) provides additional direction and instruction related to the conduct of the election; and (6) find that the Ordinance and Resolution are not subject to the California Environmental Quality Act for the reasons stated in the Ordinance and Resolution.

SUMMARY

N/A

DISCUSSION

Pursuant to the direction of the Board of Supervisors on September 10, 2019, the following are provided for the Board's consideration:

1. An Ordinance to adopt a special transactions and use tax in an amount not to exceed one percent (1%) to be used for funding public safety purposes in the unincorporated and incorporated areas of the County.
2. A resolution calling an election and placing the Ordinance on the ballot for the March 3, 2020 Primary Election. The Ordinance would not go into effect unless it is approved by a two-thirds vote of the qualified electors casting votes in the entire County.

1. The Ordinance

The provisions of the Ordinance are the same as the proposed Ordinance that was submitted to the Board on September 10, 2019, with the following revisions:

1. The reference in the Public Defender Program Category to the “Conflict Public Defender” has been deleted.
2. Inmate Rehabilitation, including medication assisted treatment, has been moved out of the Correctional Program and is now its own separate program. In making that change, the Correctional Program’s allocation was reduced from 54.91% to 50.93% of revenue received. The 3.98% of revenue received has now been allocated to the separate program for Inmate Rehabilitation.
3. Monies needed for providing inmate food service and inmate health care are now included as part of the Jail Operations Program Subcategory.
4. The City of Anderson and the City of Shasta Lake may now each make two recommendations for members of the Oversight Committee.
5. A specific obligation has been created for the independent certified public accountant, to submit his or her report annually to the Board of Supervisors, the Oversight Committee, and the City Councils of Anderson, Redding, and Shasta Lake.
6. A provision has been added providing that, if the annual audit by an independent certified public accountant, or the annual report from the Auditor-Controller, demonstrates that any recipient of revenue from the special tax has expended any portion of the recipient’s allocated funds for purposes not in conformity with the requirements of Section 3.14.150(E) of the ordinance, and the Board of Supervisors agrees with that determination, the Board of Supervisors, after notice and public hearing may by resolution and a majority vote of the Board, modify the recipient’s allocation of funds and, in doing so, may modify any of the percentage allocations for programs, program categories, and program subcategories under the Expenditure Plan. Where the provisions of state law may require a supermajority vote of the Board of Supervisors, the provisions of state law shall prevail.
 - a. In exercising this authority, the percentage allocation for the City of Redding Program Category shall not be reduced below 14% of revenue received. The percentage allocation for the City of Anderson Program Category shall not be reduced below 1.56 % of revenue received. The percentage allocation for the City of Shasta Lake Program Category shall not be reduced below 1.56% of revenue received.
 - b. The Board of Supervisors shall not have the authority under this subsection to modify percentage allocations among the program subcategories identified in the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category.

In addition, the following revisions were made to provide additional clarification and specificity:

1. The restrictions on how the monies from the tax may be spent, as stated in Section 3.14.150(E)(1) of the ordinance, has been modified to create more specificity. Instead of saying in that subsection that the proceeds from the tax shall be used only to fund the public purposes identified in the Expenditure Plan, it now says that the proceeds from the tax shall be used only to fund the public programs, program categories, and program subcategories identified in the Expenditure Plan.
2. In sections of the ordinance where it says the Board of Supervisors or the City Councils may act by majority vote, a sentence was added to say that, where state law may require a supermajority vote, the provisions of state law shall prevail. This was added because, under certain provisions of state law, the Board of Supervisors may only adopt a budget amendment by a 4/5 vote. I am not aware of any similar provisions in state law for City Councils, but the language was added for consistency, and also in the event that the Legislature may adopt such requirements in the future.

3. The Expenditure Plan was revised to clarify that any revisions to the percentage allocations for (1) Jail Construction, (2) Jail Operations, and (3) Alternatives to County Incarceration can be modified by majority vote of the Board, and not unanimous vote of the Board. These sections are similar in nature to other sections identified as subcategories in the ordinance and will be subject to the same “majority approval” requirements for any changes in their percentage allocations.

2. The Resolution

The Resolution calls for the election and places the Ordinance on the ballot for the March 3, 2020 Primary Election. In accordance with Elections Code section 13119, and the direction from the Board of Supervisors, the measure is proposed to be placed on the ballot in the following form.:

Shall Measure ____ (the Shasta County Public Safety Transactions and Use Tax Ordinance) be adopted?

To provide approximately \$31,000,000 annually for the specific public safety purposes of (1) providing funding for County jail facilities, operations, programs, and services, including medication assisted treatment and rehabilitation programs while in custody and also after release, and alternatives to County jail incarceration, (2) providing funding for law enforcement and emergency services (including fire protection) in the unincorporated area of Shasta County and in the Cities of Redding, Anderson, and Shasta Lake, (3) providing funding for criminal prosecutions by the District Attorney, for criminal defense by the Public Defender, and for the duties of Probation as they relate to adult offenders, the measure allows the County of Shasta to enact a one percent (1%) transactions and use tax throughout the entire county. The measure creates an Oversight Committee and an annual audit requirement detailing how the funds have been spent. The tax will be in effect until reduced or repealed by the Board of Supervisors by a 4/5 vote.

Pursuant to Elections Code section 9160, the resolution calls for an impartial analysis to be prepared by the County Counsel. It also calls for the Auditor-Controller to review the Ordinance and determine whether its substance, if adopted, would affect the revenues or expenditures of the County and prepare a fiscal impact statement which estimates the amount of any increase or decrease in revenues or costs to the County if the Ordinance is adopted. Both the County Counsel’s impartial analysis and the Auditor-Controller’s fiscal impact statement will be included in the official ballot materials.

The resolution provides that the entire text of the Ordinance will not be printed in the voter information section of the sample ballot, but that it will be available at the Elections Office and may also be accessed on the Elections’ Office website.

3. California Environmental Quality Act

Pursuant to California Environmental Quality Act (CEQA) Guidelines sections 15060(c)(2) and 15378(b)(2) and (4), adoption of the Resolution, Ordinance and Expenditure Plan will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a “project” subject to the requirements of CEQA. Prior to the commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

ALTERNATIVES

The Board may decline to proceed with the proposed transactions and use tax ordinance. The Board may also modify provisions of the proposed ordinance.

OTHER AGENCY INVOLVEMENT

The State Department of Tax and Fee Administration provided input on the ordinance. Input was also provided by the ad hoc advisory committee for the proposed special transactions and use tax, the Auditor-Controller, the Count Clerk/Registrar of Voters, the Sheriff, the Health & Human Services Agency Director, and the County Executive Officer. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Additional cost will require the General Fund to contribute in order to accommodate the Public Safety Special Tax being added to the March 2020 Election. More information regarding the General Fund impact will be obtained after December 2019.

ATTACHMENTS:

Description	Upload Date	Description
Special Sales Tax (10-1-19) - - REDLINE	9/25/2019	Special Sales Tax (10-1-19) - - REDLINE
Special Sales Tax (10-1-19) - - FINAL	9/25/2019	Special Sales Tax (10-1-19) - - FINAL
Resolution Calling Election (10-1-19)	9/25/2019	Resolution Calling Election (10-1-19)

ORDINANCE NO. SCC 2019 - _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SHASTA ENACTING CHAPTER 3.14 OF THE SHASTA COUNTY CODE
IMPOSING A ONE PERCENT TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR CERTAIN PUBLIC SAFETY PURPOSES**

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION I.

Chapter 3.14 is added to the Shasta County Code as follows:

Chapter 3.14

TRANSACTIONS AND USE TAX FOR PUBLIC SAFETY

Sections:

3.14.010	Title
3.14.020	Operative Date
3.14.030	Purpose
3.14.040	Contract with State
3.14.050	Transactions Tax Rate
3.14.060	Place of Sale
3.14.070	Use Tax Rate
3.14.080	Adoption of Provisions of State Law
3.14.090	Limitations on Adoption of State Law and Collection of Use Taxes
3.14.100	Permit Not Required
3.14.110	Exemptions and Exclusions
3.14.120	Amendments to State Law
3.14.130	Enjoining Collection Forbidden
3.14.140	Severability
3.14.150	Special Tax; Expenditure Plan
3.14.160	Oversight Committee
3.14.170	Special Tax; Annual Report
3.14.180	Effective Date
3.14.190	Reduction of Tax; Termination of Tax
3.14.200	Relationship to Existing Tax
3.14.210	Increase of the Appropriations Limit
3.14.220	Compliance with the California Environmental Quality Act

3.14.010 Title.

This ordinance shall be known as the Shasta County Public Safety Transactions and Use Tax Ordinance. The County of Shasta hereinafter shall be called "County." This ordinance shall be applicable in the incorporated and unincorporated territory of the County.

3.14.020 Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after March 3, 2020.

3.14.030. Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a special retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance which shall be operative if a two-thirds (2/3) majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose. The election shall be held on March 3, 2020.
- B. To adopt a special retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a special retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a special retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.14.040 Contract with State.

- A. Prior to the operative date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.
- B. Payment for the costs of contracting with the California Department of Tax and Fee Administration for administration of the tax shall be the responsibility of the County. If the election is successful, the County shall be reimbursed for any fee charged by the California Department of Tax and Fee Administration from the proceeds of the special tax.

3.14.050 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.14.060 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.14.070 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.14.080 Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.14.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:
 - 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
 - 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. A “retailer engaged in business in this County” shall also include any retailer that in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.14.100 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.14.110. Exemptions and Exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this County of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a

contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in this County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
 7. "A retailer engaged in business in this County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.
- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to the County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.14.120 Amendments to State Law.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.14.130 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.14.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.14.150 Special Tax; Expenditure Plan.

- A. The transactions and use tax imposed by this ordinance is a special tax for specific public safety purposes which are of interest and benefit to all persons in the County. The proceeds from the special tax, and any interest accruing thereon, shall be deposited into the County Treasury in a separate special fund entitled Special Public Safety Tax Fund, to be used for those public programs as described in Subsection C below (the "Expenditure Plan").
- B. The proceeds from the special tax, and any interest accruing thereon, shall be used to pay the following actual administrative costs prior to allocations being made under the Expenditure Plan.
 - 1. Actual costs incurred in the administration of the Oversight Committee established in Section 3.14.160 of this chapter.
 - 2. Actual costs incurred by the Shasta County Auditor-Controller and the Shasta County Treasurer-Tax Collector for administration of the special tax.
 - 3. Actual costs incurred for an annual audit by an independent certified public accountant, who is contracted with the County of Shasta through the Shasta County Administrative Office, that outlines the amount of funds collected and expended from the special tax and the purposes for which such funds were expended. The independent certified public accountant will be selected by the Board of Supervisors, after consideration of recommendations from the Oversight Committee.
 - 4. Payments as provided in Section 3.14.040 of this chapter and state law relating to the contract with and costs of the California Department of Tax and Fee Administration for administration of the special tax.
- C. The Expenditure Plan.
 - 1. The Expenditure Plan has one fund. The fund has **four** identified programs. Each program **may also have** identified program categories **and/or** identified program subcategories. The Expenditure Plan calls for a specific percentage of revenue to be allocated to each of the programs, the program categories and subcategories as provided in this subsection C. The term "revenue" means the proceeds from the special tax, and any interest accruing thereon.

2. The percentage allocations assigned among the programs, the program categories, and the program subcategories may be modified by the Shasta County Board of Supervisors as follows:
 - a. The Shasta County Board of Supervisors, after notice and public hearing, may by resolution and a unanimous vote of all members of the Board, modify any of the percentage allocations assigned among the programs and the program categories. This authority includes, but is not limited to, the ability to modify the percentage allocations for the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category in the Public Safety Program. The percentage allocation for the City of Redding Program Category shall not be reduced below 14% of revenue received. The percentage allocation for the City of Anderson Program Category shall not be reduced below 1.56 % of revenue received. The percentage allocation for the City of Shasta Lake Program Category shall not be reduced below 1.56% of revenue received.
 - b. The Shasta County Board of Supervisors, after notice and public hearing, may by resolution and a majority vote of the Board, modify any of the percentage allocations assigned among the program subcategories. Where state law may require a supermajority vote of the Board of Supervisors, the provisions of state law shall prevail. However, the Shasta County Board of Supervisors shall not have the authority to modify percentage allocations among the program subcategories identified in the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category.
3. Any modification to the percentage allocations by any entity shall not occur if to do so would violate any law, including but not limited to Article I, §10 of the United States Constitution and Article I, §9 of the California Constitution or if prohibited by any covenant made with the holders of any bonds or obligations payable from this transactions and use tax. Such action shall be subject to California law pertaining to the cancellation of prior contractual obligations.
4. The Board of Supervisors may require any and all recipients of the revenue from the special tax to make written reports to the Board of Supervisors providing in detail the proposed and actual expenditures by the recipient in a manner as established by resolution of the Board of Supervisors.

5. The Expenditure Plan.

- a. Correctional Program – 50.93% of Revenue Received
 - i. Jail Construction Program Subcategory: Construction, repair, renovation and maintenance of existing County jail and adult detention facilities as well as future County jail and adult detention facilities. This program category includes, but is not limited to, capital outlay expenditures pursuant to Chapter 1 (commencing with Section 55800) of Part 3 of Division 2 of Title 5 of the Government Code – 50% of the Correctional Program.
 - ii. Jail Operations Program Subcategory: Operation of existing County jail and adult detention facilities as well as future County jail and adult detention facilities, including, but not limited to, the hiring and training of staff, and the providing of inmate food services and inmate health care – 40% of the Correctional Program.
 - iii. Alternatives to County Incarceration Program Subcategory: Operation and maintenance of Shasta County Sheriff programs in accordance with law that serve as alternatives to detention or confinement in County jail and adult detention facilities, including, but not limited to, home detention with electronic monitoring or GPS monitoring, work furlough programs, work release programs, and contracts to commit persons to other adult detention facilities as may be authorized by law – 10% of the Correctional Program.
- b. Inmate Rehabilitation Program – The operation of rehabilitative programs for persons detained or confined in County jail and adult detention facilities, including, but not limited to, medication assisted treatment, training, and other rehabilitative programs, and also including, but not limited to, post-release treatment, training, and other rehabilitative programs -- 3.98% of Revenue Received.
- c. Public Safety Program – 32.01% of Revenue Received.
 - i. Unincorporated County Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the County of Shasta, by contract or otherwise, for the unincorporated area of the County - 12.34 % of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff by the Shasta County Sheriff's Office for law enforcement

and police protection – 80% of the Unincorporated County Program Category

II. Program Subcategory: Obtaining equipment by the Shasta County Sheriff's Office for law enforcement and police protection – 10% of the Unincorporated County Program Category.

III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the Unincorporated County Program Category.

ii. City of Redding Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the City of Redding, by contract or otherwise, for the City of Redding - 16.09% of Revenue Received.

I. Program Subcategory: Hiring and training of staff for law enforcement and police protection – 80% of the City of Redding Program Category.

II. Program Subcategory: Obtaining equipment for law enforcement and police protection – 10% of the City of Redding Program Category.

III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the City of Redding Program Category.

IV. The City of Redding, after notice and public hearing, may by resolution and majority vote of the Redding City Council, modify any of the percentage allocations for the program subcategories in this program category. Where state law may require a supermajority vote of the City Council, the provisions of state law shall prevail. The City of Redding is not authorized to alter the percentage allocation for the program category.

iii. City of Anderson Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the City of Anderson, by contract or otherwise, for the City of Anderson - 1.79 % of Revenue Received.

I. Program Subcategory: Hiring and training of staff for law enforcement and police protection – 80% of the City of Anderson Program Category.

II. Program Subcategory: Obtaining equipment for law enforcement and police protection – 10% of the City of Anderson Program Category.

III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the City of Anderson Program Category.

IV. The City of Anderson, after notice and public hearing, may by resolution and majority vote of the Anderson City Council, modify any of the percentage allocations for the program subcategories in this program category. Where state law may require a supermajority vote of the City Council, the provisions of state law shall prevail. The City of Anderson is not authorized to alter the percentage allocation for the program category.

iv. City of Shasta Lake Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the City of Shasta Lake, by contract or otherwise, for the City of Shasta Lake – 1.79% of Revenue Received.

I. Program Subcategory: Hiring and training of staff for law enforcement and police protection – 80% of the City of Shasta Lake Program Category.

II. Program Subcategory: Obtaining equipment for law enforcement and police protection – 10% of the City of Shasta Lake Program Category.

III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the City of Shasta Lake Program Category

IV. The City of Shasta Lake, after notice and public hearing, may by resolution and majority vote of the Shasta Lake City Council, modify any of the percentage allocations for the program subcategories in this program category. Where state law may require a supermajority vote of the City Council, the provisions of state law shall prevail. The City of Shasta Lake is not authorized to alter the percentage allocation for the program category.

- d. Criminal Justice Program – 13.08% of Revenue Received.
 - i. District Attorney Program Category: Law enforcement, police protection, and public prosecutorial functions of the Shasta County District Attorney - 6.26% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff – 90% of the District Attorney Program Category.
 - II. Program Subcategory: Obtaining equipment and supplies – 10% of the District Attorney Program Category.
 - ii. Public Defender Program Category: **Defense of persons by the Shasta County Public Defender** under Government Code section 27706, subdivision (a) – 4.25% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff – 90% of the Public Defender Program Category.
 - II. Program Subcategory: Obtaining equipment and supplies – 10% of the Public Defender Program Category.
 - iii. Probation Program Category: The duties of the Chief Probation Officer as they relate to adult offenders – 2.57% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff – 90% of the Probation Program Category.
 - II. Program Subcategory: Obtaining equipment and supplies – 10% of the Probation Program Category.
- D. Pursuant to Chapter 1 (commencing with Section 55800) of Part 3 of Division 2 of Title 5 of the Government Code, the County is authorized to issue bonds payable from the proceeds of the special tax to finance capital outlay expenditures as provided for in the Expenditure Plan in the manner prescribed by law.
- E. The proceeds from the special tax, and any interest accruing thereon, shall be used only for the following purposes.
 - 1. To fund the public **programs, program categories, and program subcategories** identified in the Expenditure Plan.
 - 2. To fund the payment of bonds issued under Subsection D of Section 3.14.150 of this chapter.

3. To pay the administrative costs as stated in subsection B of Section 3.14.150 of this chapter.

- F. The proceeds from the special tax, and any interest accruing thereon, shall not be used to supplant other funding for the programs, program categories, and subcategories identified in the Expenditure Plan.

3.14.160 Oversight Committee.

- A. Establishment. An Oversight Committee is hereby established and shall remain in existence for as long as the transactions and use tax established by this chapter is in effect. The Oversight Committee's purpose and charge is to advise the Board of Supervisors and the public regarding the expenditure of the transactions and use tax proceeds that will be generated as a result of the approval of this chapter by the Board of Supervisors and the electorate.
- B. Responsibilities.
 1. The Oversight Committee shall be responsible for:
 - a. Providing the Board of Supervisors and the public with information regarding the manner in which the expenditure of the transactions and use tax proceeds that will be generated as a result of the approval of this chapter has occurred.
 - b. Reviewing the expenditure of the transactions and use tax proceeds that will be generated as a result of the approval of this chapter, and the proceeds received as a result of the issuance of any bonds or other obligations payable from the transactions and use tax proceeds.
 - c. Reviewing the annual audit by an independent certified public accountant that outlines the amount of funds collected and expended from the transactions and use tax and the purposes for which such funds were expended.
 - d. Making recommendations to the Board of Supervisors for the Board's selection of an independent certified public accountant to perform the annual audit.
 - e. Reviewing the financial impact of all projects, planned and approved, utilizing the transactions and use tax proceeds that will be generated as a result of the approval of this chapter, and advising the Board of Supervisors and the public whether such projects are consistent with the purpose, spirit, intent and language of this chapter.
 - f. Informing the public and advising the Board of Supervisors if there is an expenditure of the transactions and use tax that will be generated as

a result of the approval of this chapter, which is inconsistent with the purpose and intent of this chapter.

- g. Meeting not less than twice each calendar year, pursuant to the Ralph M. Brown Open Meeting Act, and inviting public participation and comment with respect to any expenditure or the implementation of any project envisioned by this chapter.
- 2. The Board of Supervisors may adopt a resolution providing additional responsibilities to the Oversight Committee.
- 3. The Oversight Committee serves in an advisory capacity to the Board of Supervisors and the public and has no authority to direct, nor shall it direct, County officers, agents, employees, and elected officials.

C. Membership.

- 1. All members of the Oversight Committee shall be appointed by the Board of Supervisors from recommendations made by public agencies and non-government organizations as identified by resolution of the Board of Supervisors.
- 2. At minimum, the members of the Oversight Committee shall be appointed by the Board of Supervisors from the following recommendations:
 - a. Two representatives recommended by the City of Anderson City Council. The representatives shall not be an officer, agent, employee, or elected official of the City of Anderson.
 - b. Two representatives recommended by the City of Redding City Council. The representative shall not be an officer, agent, employee, or elected official of the City of Redding.
 - c. Two representatives recommended by the City of Shasta Lake City Council. The representatives shall not be an officer, agent, employee, or elected official of the City of Shasta Lake.
 - d. Two representatives recommended by the Shasta County Board of Supervisors. The representative shall not be an officer, agent, employee or elected official of the County of Shasta.
 - e. One representative recommended by a non-government organization as identified by resolution of the Board of Supervisors.

3. Additional members may be appointed by the Board of Supervisors based on recommendations from any of the above entities and from any other entities as identified by resolution of the Board of Supervisors.
4. No member of the Oversight Committee shall receive any salary or compensation for serving on the Oversight Committee.
5. All members of the Oversight Committee shall be individuals who live in the incorporated or unincorporated areas of Shasta County.
6. Members of the Oversight Committee will serve terms of office as established by resolution of the Board of Supervisors.

3.14.170 Special Tax; Annual Report.

- A. The Shasta County Auditor-Controller shall, within one year after the operative date of this Ordinance, and at least once a year thereafter, submit a report to the Board of Supervisors that shall contain the following information: (1) the amount of funds collected and expended; and (2) the status of any project required or authorized to be funded under this Ordinance. This report from the Auditor-Controller shall be in addition to the annual audit prepared by an independent certified public accountant.
- B. The independent certified public accountant shall, within one year after the operative date of this Ordinance, and at least once a year thereafter, submit a report to the Board of Supervisors, the Oversight Committee, and the City Councils of Anderson, Redding, and Shasta Lake, which outlines the amount of funds collected and expended from the special tax and the purposes for which such funds were expended.
- C. If the annual audit by an independent certified public accountant, or the annual report from the Auditor-Controller, demonstrates that any recipient of revenue from the special tax has expended any portion of the recipient's allocated funds for purposes not in conformity with the requirements of Section 3.14.150(E) of this chapter, and the Board of Supervisors agrees with that determination, the Board of Supervisors, after notice and public hearing, may by resolution and a majority vote of the Board, modify the recipient's allocation of funds and, in doing so, may modify any of the percentage allocations for programs, program categories, and program subcategories under the Expenditure Plan. Where the provisions of state law may require a supermajority vote of the Board of Supervisors, the provisions of state law shall prevail.
 1. In exercising this authority, the percentage allocation for the City of Redding Program Category shall not be reduced below 14% of revenue received. The percentage allocation for the City of Anderson Program Category shall not be reduced below 1.56 % of revenue received. The percentage allocation for the City of Shasta Lake Program Category shall not be reduced below 1.56% of revenue received.

2. The Board of Supervisors shall not have the authority under this subsection to modify percentage allocations among the program subcategories identified in the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category.

3.14.180 Effective Date.

This chapter relates to the levying and collecting of a County transactions and use tax and shall take effect on March 3, 2020 after certification of the vote, if the measure is approved by two-thirds of the electors voting on the measure at the election held that day.

3.14.190 Reduction of Tax; Termination of Tax.

The transactions and use tax imposed under this chapter may be reduced or rescinded, after notice and a public hearing, by an ordinance adopted by a four-fifths (4/5) vote of the Board of Supervisors; provided, however that such reduction or rescission shall not occur if to do so would violate any law, including but not limited to Article I, §10 of the United States Constitution and Article I, §9 of the California Constitution or if prohibited by any covenant made with the holders of any bonds or obligations payable from this transactions and use tax. Such action shall be subject to California law pertaining to the cancellation of prior contractual obligations and the rules and regulations of the State Board of Equalization and the California Department of Tax and Fee Administration.

3.14.200 Relationship to Existing Tax.

The transactions and use tax imposed by this ordinance is separate from, and in addition to, any other taxes currently imposed by the County. Nothing in this ordinance shall be interpreted to affect the rate or administration of any tax other than the transactions and use imposed by this ordinance.

3.14.210 Increase of the Appropriations Limit.

The appropriations limit of the County shall be increased by the amount of revenue anticipated to be collected by the County from the transactions and use tax to allow spending of the tax for the period allowed by law.

3.14.220 Compliance with the California Environmental Quality Act.

Pursuant to California Environmental Quality Act (CEQA) Guidelines sections 15060(c)(2) and 15378(b)(2) and (4), adoption of this Ordinance and Expenditure Plan will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a “project” subject to the requirements of CEQA. Prior to the commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

SECTION II.

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed. The Clerk of the Board shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this ____ day of _____ 2019, by the Board of Supervisors, County of Shasta, State of California, 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

ORDINANCE NO. SCC 2019 – _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SHASTA ENACTING CHAPTER 3.14 OF THE SHASTA COUNTY CODE
IMPOSING A ONE PERCENT TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR CERTAIN PUBLIC SAFETY PURPOSES**

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION I.

Chapter 3.14 is added to the Shasta County Code as follows:

Chapter 3.14

TRANSACTIONS AND USE TAX FOR PUBLIC SAFETY

Sections:

3.14.010	Title
3.14.020	Operative Date
3.14.030	Purpose
3.14.040	Contract with State
3.14.050	Transactions Tax Rate
3.14.060	Place of Sale
3.14.070	Use Tax Rate
3.14.080	Adoption of Provisions of State Law
3.14.090	Limitations on Adoption of State Law and Collection of Use Taxes
3.14.100	Permit Not Required
3.14.110	Exemptions and Exclusions
3.14.120	Amendments to State Law
3.14.130	Enjoining Collection Forbidden
3.14.140	Severability
3.14.150	Special Tax; Expenditure Plan
3.14.160	Oversight Committee
3.14.170	Special Tax; Annual Report
3.14.180	Effective Date
3.14.190	Reduction of Tax; Termination of Tax
3.14.200	Relationship to Existing Tax
3.14.210	Increase of the Appropriations Limit
3.14.220	Compliance with the California Environmental Quality Act

3.14.010 Title.

This ordinance shall be known as the Shasta County Public Safety Transactions and Use Tax Ordinance. The County of Shasta hereinafter shall be called "County." This ordinance shall be applicable in the incorporated and unincorporated territory of the County.

3.14.020 Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after March 3, 2020.

3.14.030. Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a special retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance which shall be operative if a two-thirds (2/3) majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose. The election shall be held on March 3, 2020.
- B. To adopt a special retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a special retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a special retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.14.040 Contract with State.

- A. Prior to the operative date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.
- B. Payment for the costs of contracting with the California Department of Tax and Fee Administration for administration of the tax shall be the responsibility of the County. If the election is successful, the County shall be reimbursed for any fee charged by the California Department of Tax and Fee Administration from the proceeds of the special tax.

3.14.050 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.14.060 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.14.070 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.14.080 Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.14.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:
 - 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
 - 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. A “retailer engaged in business in this County” shall also include any retailer that in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.14.100 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.14.110. Exemptions and Exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this County of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a

contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in this County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
7. "A retailer engaged in business in this County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to the County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.14.120 Amendments to State Law.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.14.130 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.14.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.14.150 Special Tax; Expenditure Plan.

- A. The transactions and use tax imposed by this ordinance is a special tax for specific public safety purposes which are of interest and benefit to all persons in the County. The proceeds from the special tax, and any interest accruing thereon, shall be deposited into the County Treasury in a separate special fund entitled Special Public Safety Tax Fund, to be used for those public programs as described in Subsection C below (the "Expenditure Plan").
- B. The proceeds from the special tax, and any interest accruing thereon, shall be used to pay the following actual administrative costs prior to allocations being made under the Expenditure Plan.
 - 1. Actual costs incurred in the administration of the Oversight Committee established in Section 3.14.160 of this chapter.
 - 2. Actual costs incurred by the Shasta County Auditor-Controller and the Shasta County Treasurer-Tax Collector for administration of the special tax.
 - 3. Actual costs incurred for an annual audit by an independent certified public accountant, who is contracted with the County of Shasta through the Shasta County Administrative Office, that outlines the amount of funds collected and expended from the special tax and the purposes for which such funds were expended. The independent certified public accountant will be selected by the Board of Supervisors, after consideration of recommendations from the Oversight Committee.
 - 4. Payments as provided in Section 3.14.040 of this chapter and state law relating to the contract with and costs of the California Department of Tax and Fee Administration for administration of the special tax.
- C. The Expenditure Plan.
 - 1. The Expenditure Plan has one fund. The fund has four identified programs. Each program may also have identified program categories and/or identified program subcategories. The Expenditure Plan calls for a specific percentage of revenue to be allocated to each of the programs, the program categories and subcategories as provided in this subsection C. The term "revenue" means the proceeds from the special tax, and any interest accruing thereon.

2. The percentage allocations assigned among the programs, the program categories, and the program subcategories may be modified by the Shasta County Board of Supervisors as follows:
 - a. The Shasta County Board of Supervisors, after notice and public hearing, may, by resolution and a unanimous vote of all members of the Board, modify any of the percentage allocations assigned among the programs and the program categories. This authority includes, but is not limited to, the ability to modify the percentage allocations for the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category in the Public Safety Program. The percentage allocation for the City of Redding Program Category shall not be reduced below 14% of revenue received. The percentage allocation for the City of Anderson Program Category shall not be reduced below 1.56 % of revenue received. The percentage allocation for the City of Shasta Lake Program Category shall not be reduced below 1.56% of revenue received.
 - b. The Shasta County Board of Supervisors, after notice and public hearing, may be resolution and a majority vote of the Board, modify any of the percentage allocations assigned among the program subcategories. Where state law may require a supermajority vote of the Board of Supervisors, the provisions of state law shall prevail. However, the Shasta County Board of Supervisors shall not have the authority to modify percentage allocations among the program subcategories identified in the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category.
3. Any modification to the percentage allocations by any entity shall not occur if to do so would violate any law, including but not limited to Article I, §10 of the United States Constitution and Article I, §9 of the California Constitution or if prohibited by any covenant made with the holders of any bonds or obligations payable from this transactions and use tax. Such action shall be subject to California law pertaining to the cancellation of prior contractual obligations.
4. The Board of Supervisors may require any and all recipients of the revenue from the special tax to make written reports to the Board of Supervisors providing in detail the proposed and actual expenditures by the recipient in a manner as established by resolution of the Board of Supervisors.

5. The Expenditure Plan.

- a. Correctional Program – 50.93% of Revenue Received
 - i. Jail Construction Program Subcategory: Construction, repair, renovation and maintenance of existing County jail and adult detention facilities as well as future County jail and adult detention facilities. This program category includes, but is not limited to, capital outlay expenditures pursuant to Chapter 1 (commencing with Section 55800) of Part 3 of Division 2 of Title 5 of the Government Code – 50% of the Correctional Program.
 - ii. Jail Operations Program Subcategory: Operation of existing County jail and adult detention facilities as well as future County jail and adult detention facilities, including, but not limited to, the hiring and training of staff, and the providing of inmate food services and inmate health care – 40% of the Correctional Program.
 - iii. Alternatives to County Incarceration Program Subcategory: Operation and maintenance of Shasta County Sheriff programs in accordance with law that serve as alternatives to detention or confinement in County jail and adult detention facilities, including, but not limited to, home detention with electronic monitoring or GPS monitoring, work furlough programs, work release programs, and contracts to commit persons to other adult detention facilities as may be authorized by law – 10% of the Correctional Program.
- b. Inmate Rehabilitation Program – The operation of rehabilitative programs for persons detained or confined in County jail and adult detention facilities, including, but not limited to, medication assisted treatment, training, and other rehabilitative programs, and also including, but not limited to, post-release treatment, training, and other rehabilitative programs – 3.98% of Revenue Received.
- c. Public Safety Program – 32.01% of Revenue Received.
 - i. Unincorporated County Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the County of Shasta, by contract or otherwise, for the unincorporated area of the County – 12.34 % of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff by the Shasta County Sheriff's Office for law enforcement and police protection – 80% of the Unincorporated County Program Category

- II. Program Subcategory: Obtaining equipment by the Shasta County Sheriff's Office for law enforcement and police protection – 10% of the Unincorporated County Program Category.
 - III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the Unincorporated County Program Category.
- ii. City of Redding Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the City of Redding, by contract or otherwise, for the City of Redding – 16.09% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff for law enforcement and police protection – 80% of the City of Redding Program Category.
 - II. Program Subcategory: Obtaining equipment for law enforcement and police protection – 10% of the City of Redding Program Category.
 - III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the City of Redding Program Category.
 - IV. The City of Redding, after notice and public hearing, may, by resolution and majority vote of the Redding City Council, modify any of the percentage allocations for the program subcategories in this program category. Where state law may require a supermajority vote of the City Council, the provisions of state law shall prevail. The City of Redding is not authorized to alter the percentage allocation for the program category.
- iii. City of Anderson Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the City of Anderson, by contract or otherwise, for the City of Anderson – 1.79 % of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff for law enforcement and police protection – 80% of the City of Anderson Program Category.

II. Program Subcategory: Obtaining equipment for law enforcement and police protection – 10% of the City of Anderson Program Category.

III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the City of Anderson Program Category.

IV. The City of Anderson, after notice and public hearing, may by resolution and majority vote of the Anderson City Council, modify any of the percentage allocations for the program subcategories in this program category. Where state law may require a supermajority vote of the City Council, the provisions of state law shall prevail. The City of Anderson is not authorized to alter the percentage allocation for the program category.

- iv. City of Shasta Lake Program Category: Law enforcement, police protection, and emergency services (including, but not limited to, fire protection) provided by the City of Shasta Lake, by contract or otherwise, for the City of Shasta Lake – 1.79% of Revenue Received.

I. Program Subcategory: Hiring and training of staff for law enforcement and police protection – 80% of the City of Shasta Lake Program Category.

II. Program Subcategory: Obtaining equipment for law enforcement and police protection – 10% of the City of Shasta Lake Program Category.

III. Program Subcategory: Providing emergency services (including, but not limited to, fire protection) – 10% of the City of Shasta Lake Program Category

IV. The City of Shasta Lake, after notice and public hearing, may, by resolution and majority vote of the Shasta Lake City Council, modify any of the percentage allocations for the program subcategories in this program category. Where state law may require a supermajority vote of the City Council, the provisions of state law shall prevail. The City of Shasta Lake is not authorized to alter the percentage allocation for the program category.

- d. Criminal Justice Program – 13.08% of Revenue Received.
 - i. District Attorney Program Category: Law enforcement, police protection, and public prosecutorial functions of the Shasta County District Attorney – 6.26% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff – 90% of the District Attorney Program Category.
 - II. Program Subcategory: Obtaining equipment and supplies – 10% of the District Attorney Program Category.
 - ii. Public Defender Program Category: Defense of persons by the Shasta County Public Defender under Government Code section 27706, subdivision (a) – 4.25% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff – 90% of the Public Defender Program Category.
 - II. Program Subcategory: Obtaining equipment and supplies – 10% of the Public Defender Program Category.
 - iii. Probation Program Category: The duties of the Chief Probation Officer as they relate to adult offenders – 2.57% of Revenue Received.
 - I. Program Subcategory: Hiring and training of staff – 90% of the Probation Program Category.
 - II. Program Subcategory: Obtaining equipment and supplies – 10% of the Probation Program Category.
- D. Pursuant to Chapter 1 (commencing with Section 55800) of Part 3 of Division 2 of Title 5 of the Government Code, the County is authorized to issue bonds payable from the proceeds of the special tax to finance capital outlay expenditures as provided for in the Expenditure Plan in the manner prescribed by law.
- E. The proceeds from the special tax, and any interest accruing thereon, shall be used only for the following purposes.
 - 1. To fund the public programs, program categories, and program subcategories identified in the Expenditure Plan.
 - 2. To fund the payment of bonds issued under Subsection D of Section 3.14.150 of this chapter.

3. To pay the administrative costs as stated in subsection B of Section 3.14.150 of this chapter.

- F. The proceeds from the special tax, and any interest accruing thereon, shall not be used to supplant other funding for the programs, program categories, and subcategories identified in the Expenditure Plan.

3.14.160 Oversight Committee.

- A. Establishment. An Oversight Committee is hereby established and shall remain in existence for as long as the transactions and use tax established by this chapter is in effect. The Oversight Committee's purpose and charge is to advise the Board of Supervisors and the public regarding the expenditure of the transactions and use tax proceeds that will be generated as a result of the approval of this chapter by the Board of Supervisors and the electorate.
- B. Responsibilities.
 1. The Oversight Committee shall be responsible for:
 - a. Providing the Board of Supervisors and the public with information regarding the manner in which the expenditure of the transactions and use tax proceeds that will be generated as a result of the approval of this chapter has occurred.
 - b. Reviewing the expenditure of the transactions and use tax proceeds that will be generated as a result of the approval of this chapter, and the proceeds received as a result of the issuance of any bonds or other obligations payable from the transactions and use tax proceeds.
 - c. Reviewing the annual audit by an independent certified public accountant that outlines the amount of funds collected and expended from the transactions and use tax and the purposes for which such funds were expended.
 - d. Making recommendations to the Board of Supervisors for the Board's selection of an independent certified public accountant to perform the annual audit.
 - e. Reviewing the financial impact of all projects, planned and approved, utilizing the transactions and use tax proceeds that will be generated as a result of the approval of this chapter, and advising the Board of Supervisors and the public whether such projects are consistent with the purpose, spirit, intent and language of this chapter.
 - f. Informing the public and advising the Board of Supervisors if there is an expenditure of the transactions and use tax that will be generated as

a result of the approval of this chapter, which is inconsistent with the purpose and intent of this chapter.

- g. Meeting not less than twice each calendar year, pursuant to the Ralph M. Brown Open Meeting Act, and inviting public participation and comment with respect to any expenditure or the implementation of any project envisioned by this chapter.
- 2. The Board of Supervisors may adopt a resolution providing additional responsibilities to the Oversight Committee.
- 3. The Oversight Committee serves in an advisory capacity to the Board of Supervisors and the public and has no authority to direct, nor shall it direct, County officers, agents, employees, and elected officials.

C. Membership.

- 1. All members of the Oversight Committee shall be appointed by the Board of Supervisors from recommendations made by public agencies and non-government organizations as identified by resolution of the Board of Supervisors.
- 2. At minimum, the members of the Oversight Committee shall be appointed by the Board of Supervisors from the following recommendations:
 - a. Two representatives recommended by the City of Anderson City Council. The representatives shall not be an officer, agent, employee, or elected official of the City of Anderson.
 - b. Two representatives recommended by the City of Redding City Council. The representative shall not be an officer, agent, employee, or elected official of the City of Redding.
 - c. Two representatives recommended by the City of Shasta Lake City Council. The representatives shall not be an officer, agent, employee, or elected official of the City of Shasta Lake.
 - d. Two representatives recommended by the Shasta County Board of Supervisors. The representative shall not be an officer, agent, employee or elected official of the County of Shasta.
 - e. One representative recommended by a non-government organization as identified by resolution of the Board of Supervisors.
- 3. Additional members may be appointed by the Board of Supervisors based on recommendations from any of the above entities and from any other entities as identified by resolution of the Board of Supervisors.

4. No member of the Oversight Committee shall receive any salary or compensation for serving on the Oversight Committee.
5. All members of the Oversight Committee shall be individuals who live in the incorporated or unincorporated areas of Shasta County.
6. Members of the Oversight Committee will serve terms of office as established by resolution of the Board of Supervisors.

3.14.170 Special Tax; Annual Report.

- A. The Shasta County Auditor-Controller shall, within one year after the operative date of this Ordinance, and at least once a year thereafter, submit a report to the Board of Supervisors that shall contain the following information: (1) the amount of funds collected and expended; and (2) the status of any project required or authorized to be funded under this Ordinance. This report from the Auditor-Controller shall be in addition to the annual audit prepared by an independent certified public accountant.
- B. The independent certified public accountant shall, within one year after the operative date of this Ordinance, and at least once a year thereafter, submit a report to the Board of Supervisors, the Oversight Committee, and the City Councils of Anderson, Redding, and Shasta Lake, which outlines the amount of funds collected and expended from the special tax and the purposes for which such funds were expended.
- C. If the annual audit by an independent certified public accountant, or the annual report from the Auditor-Controller, demonstrates that any recipient of revenue from the special tax has expended any portion of the recipient's allocated funds for purposes not in conformity with the requirements of Section 3.14.150(E) of this chapter, and the Board of Supervisors agrees with that determination, the Board of Supervisors, after notice and public hearing, may by resolution and a majority vote of the Board, modify the recipient's allocation of funds and, in doing so, may modify any of the percentage allocations for programs, program categories, and program subcategories under the Expenditure Plan. Where the provisions of state law may require a supermajority vote of the Board of Supervisors, the provisions of state law shall prevail.
 1. In exercising this authority, the percentage allocation for the City of Redding Program Category shall not be reduced below 14% of revenue received. The percentage allocation for the City of Anderson Program Category shall not be reduced below 1.56 % of revenue received. The percentage allocation for the City of Shasta Lake Program Category shall not be reduced below 1.56% of revenue received.
 2. The Board of Supervisors shall not have the authority under this subsection to modify percentage allocations among the program subcategories identified in the City of Redding Program Category, the City of Anderson Program Category, and the City of Shasta Lake Program Category.

3.14.180 Effective Date.

This chapter relates to the levying and collecting of a County transactions and use tax and shall take effect on March 3, 2020 after certification of the vote, if the measure is approved by two-thirds of the electors voting on the measure at the election held that day.

3.14.190 Reduction of Tax; Termination of Tax.

The transactions and use tax imposed under this chapter may be reduced or rescinded, after notice and a public hearing, by an ordinance adopted by a four-fifths (4/5) vote of the Board of Supervisors; provided, however that such reduction or rescission shall not occur if to do so would violate any law, including but not limited to Article I, §10 of the United States Constitution and Article I, §9 of the California Constitution or if prohibited by any covenant made with the holders of any bonds or obligations payable from this transactions and use tax. Such action shall be subject to California law pertaining to the cancellation of prior contractual obligations and the rules and regulations of the State Board of Equalization and the California Department of Tax and Fee Administration.

3.14.200 Relationship to Existing Tax.

The transactions and use tax imposed by this ordinance is separate from, and in addition to, any other taxes currently imposed by the County. Nothing in this ordinance shall be interpreted to affect the rate or administration of any tax other than the transactions and use imposed by this ordinance.

3.14.210 Increase of the Appropriations Limit.

The appropriations limit of the County shall be increased by the amount of revenue anticipated to be collected by the County from the transactions and use tax to allow spending of the tax for the period allowed by law.

3.14.220 Compliance with the California Environmental Quality Act.

Pursuant to California Environmental Quality Act (CEQA) Guidelines sections 15060(c)(2) and 15378(b)(2) and (4), adoption of this Ordinance and Expenditure Plan will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a “project” subject to the requirements of CEQA. Prior to the commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

SECTION II.

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed. The Clerk of the Board shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this ____ day of _____ 2019, by the Board of Supervisors, County of Shasta, State of California, 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 - ____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA CALLING AN ELECTION AND CONSOLIDATING IT WITH THE MARCH 3, 2020 PRIMARY ELECTION FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A MEASURE TO ADOPT A SPECIAL TRANSACTIONS AND USE TAX IN AN AMOUNT NOT TO EXCEED ONE PERCENT (1%) TO BE USED FOR FUNDING SPECIFIC PUBLIC SAFETY PURPOSES IN THE INCORPORATED AND UNINCORPORATED AREAS OF THE COUNTY

WHEREAS, the Board of Supervisors (the "Board") of the County of Shasta ("County") desires to place a ballot measure before the voters at the March 3, 2020, primary election to adopt a Transactions and Use Tax ordinance (the "Ordinance"), as authorized by California Revenue and Taxation Code section 7285.5; and

WHEREAS, the Ordinance imposes a one percent (1%) transactions and use tax to be collected in the manner set forth in the Ordinance, and deposited into a dedicated fund for the special public safety purposes as identified in the Ordinance; and

WHEREAS, in order for the Ordinance to become effective, it must be approved by two-thirds of the qualified electors casting votes; and

WHEREAS, it is in the best interests of the County of Shasta and its citizens to call an election and place the Ordinance on the ballot for the March 3, 2020 Primary Election.

NOW, THEREFORE, BE IT RESOLVED by the Shasta County Board of Supervisors, State of California, as follows:

1. The foregoing recitals are true and correct, and the Board so finds and determines.
2. The Ordinance authorizing the special tax is as set forth in Exhibit A to this resolution.
3. Pursuant to the provisions of Elections Code section 9140 and Revenue & Taxation Code section 7285.5, the Board of Supervisors hereby approves the Ordinance, the form thereof, and orders and proclaims that the Ordinance shall be submitted to the voters of the County of Shasta at the Primary Election to be held and conducted on the 3rd day of March, 2020. The manner of holding the election and the procedure for voting for and against the question presented shall be as set forth in the Elections Code for a primary election.

4. The Shasta County Clerk/Registrar of Voters is directed to assign an appropriate letter to this measure in a manner consistent with Elections Code section 13116.
5. Elections Code sections 9160, *et seq.*, shall apply to this election.
6. In accordance with section 13119 of the Elections Code, the following measure shall be submitted as a measure on the ballot at said Primary Election, and that the County Clerk/Registrar of Voters be, and hereby is, instructed to place the same on the ballot at said election in the following form:

Shall Measure ____ (the Shasta County Public Safety Transactions and Use Tax Ordinance) be adopted?

To provide approximately \$31,000,000 annually for the specific public safety purposes of (1) providing funding for County jail facilities, operations, programs, and services, including medication assisted treatment and rehabilitation programs while in custody and also after release, and alternatives to County jail incarceration, (2) providing funding for law enforcement and emergency services (including fire protection) in the unincorporated area of Shasta County and in the Cities of Redding, Anderson, and Shasta Lake, (3) providing funding for criminal prosecutions by the District Attorney, for criminal defense by the Public Defender, and for the duties of Probation as they relate to adult offenders, the measure allows the County of Shasta to enact a one percent (1%) transactions and use tax throughout the entire county. The measure creates an Oversight Committee and an annual audit requirement detailing how the funds have been spent. The tax will be in effect until reduced or repealed by the Board of Supervisors by a 4/5 vote.

YES

NO

7. The impartial analysis by the County Counsel in the form required by Elections Code section 9160 (b) shall be prepared and filed with the County Clerk/Registrar of Voters on a date to be determined by the County Clerk/Registrar of Voters pursuant to Elections Code section 9163.
8. The Shasta County Auditor-Controller is directed to review the Ordinance and determine whether the substance thereof, if adopted, would affect the revenues or expenditures of the County and prepare a fiscal impact statement which estimates the amount of any increase or decrease in

revenues or costs to the County if the Ordinance is adopted. The Auditor-Controller's fiscal impact statement will be included in the official ballot materials pursuant to Elections Code § 9160.

9. The entire text of the Ordinance shall not be printed in the voter information section of the sample ballot and instead, pursuant to Elections Code section 9160, shall be printed immediately below the County Counsel's impartial analysis, in no less than 10-point boldface type, a legend substantially as follows:

"The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the elections official's office at (530-225-5730) and a copy will be mailed at no cost to you."

Pursuant to Elections Code section 9160, the Shasta County Clerk/Registrar of Voters may, at her discretion, add the following message:

"You may also access the full text of the measure on the county Web site at the following Web site address

[\(https://www.elections.co.shasta.ca.us/\)](https://www.elections.co.shasta.ca.us/)."

10. This tax is a special tax requiring the approval of two-thirds of the qualified electors casting votes.
11. This Proclamation of Election is hereby issued for said election and the measure to be voted on in accordance with the terms hereinabove stated.
12. Based on all of the information presented at the Board of Supervisors meeting on September 10, 2019, the Board of Supervisors finds under the California Environmental Quality Act ("CEQA") guidelines section 15060(c)(2) and 15378, subdivisions (2) and (4) of subdivision (b), the proposed tax measure will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project" subject to the requirements of CEQA.

DULY PASSED AND ADOPTED this ____ day of October, 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: October 1, 2019

CATEGORY: Afternoon session - GENERAL GOVERNMENT-9.

SUBJECT:

Redding Rancheria Casino Project

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Larry Lees, County Executive Officer, (530) 225-5561

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

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

RECOMMENDATION

Take the following actions: (1) Discuss and provide direction to staff regarding the new Redding Rancheria Casino Project (Project); and (2) consider authorizing the Chairman to sign a letter stating the County's position regarding the Project.

SUMMARY

N/A

DISCUSSION

On September 17th, the Board of Supervisors directed staff to add the new Redding Rancheria Casino Project as an item to the agenda. The Board of Supervisors came to a consensus that a discussion is needed to determine if the Board should make a statement about the new Redding Rancheria Casino Project.

To facilitate the Board discussion, two alternative letters are provided for the Board's consideration. They are identified as (1) Letter "A" and (2) Letter "B." The letters are designed as possible statements of the County's position concerning the Redding Rancheria Casino Project.

Staff request the Board of Supervisors provide direction at the conclusion of the discussion. The Board may also authorize the Chairman to sign either Letter "A" or Letter "B" as the County's position on the Redding Rancheria Casino Project.

ALTERNATIVES

The Board may decline to sign either of the letters. The Board may also direct staff to amend the letters or present different letters for the Board's consideration.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the agenda item.

FISCAL IMPACT

This item has no additional effect on the General Fund.

ATTACHMENTS:

Description	Upload Date	Description
Letter A	9/27/2019	Letter A
Letter B	9/26/2019	Letter B

DRAFT

LETTER “A”

September XX, 2019

Honorable David Bernhardt
Secretary of the Interior
1849 C Street, NW
Washington, DC 20240

Amy Dutschke, Regional Director
U.S. Department of the Interior
Bureau of Indian Affairs
Pacific Regional Office
2800 Cottage Way
Sacramento, CA 95825

RE: Redding Rancheria Proposed Fee-to-Trust and Casino Project—Strawberry Fields

Dear Secretary Bernhardt and Ms. Dutschke:

The County of Shasta (County) submits this letter to state its formal opposition to the Redding Rancheria’s (Tribe) Fee-to-Trust and Casino Project (Project). The County has reached the conclusion that the Project will have a detrimental impact on the Shasta County community that cannot be adequately mitigated after conducting internal deliberations and receiving community input. The County joins the City of Redding in its opposition to the Project and respectfully requests that the Department deny the Rancheria’s pending fee-to-trust application to build a casino on the Strawberry Fields site.

In June, the County submitted comments on the Draft Environmental Impact Statement (DEIS) the Department prepared for the Project. Those comments identified the adverse impacts the Project would have on the County and detailed a number of deficiencies in the DEIS’s analysis of impacts to public services, traffic, water resources, air quality, and other resources. The County noted that the analysis of socioeconomic impacts required additional development, particularly with respect to fiscal effects, housing, homelessness, and other social effects, including problem gambling and related impacts. The County also identified serious concerns regarding the effect of the Project on flooding and ground water impacts and traffic. Because the County hoped to negotiate a mitigation agreement with the Rancheria to address those impacts, the comments indicated that the County believed at that time that Project impacts could be adequately mitigated.

Since June, however, the County has received additional information and input from the community and has reached the conclusion that Project impacts cannot be mitigated to the County’s satisfaction. The Project would convert 232 acres of agricultural land located within the Sacramento River floodplain into a development, eliminating a valuable greenbelt area and promoting urban sprawl. The County’s Zoning Plan is designed to promote and protect the public health, safety, peace, morals, comfort, convenience and general welfare. The Project site is designated and zoned A-cg (Agricultural-part time cropland/grazing) and A-1 (Limited Agriculture) under the County of Shasta General Plan and Zoning Plan, respectively. Pursuant to Shasta County General Plan Policy AG-g, lands designated A-cg shall be maintained to support both short-term and long-term part-time agricultural activities as the primary land use while allowing subordinate auxiliary uses, including single-family residences. The purpose of the A-1 district is

to preserve agricultural lands at a size capable of supporting part-time agricultural operations, typically operated as a hobby or to supplement the occupant's income. Uses permitted outright in the A-1 district consist of single-family residences, agricultural uses, sale of agricultural products grown on the premises, and boutique or small wineries. Clearly, the various urban uses proposed to be developed by the Tribe on the Project site are inconsistent with the County's General Plan and Zoning Plan. The comments submitted by the City of Redding—which identified concerns regarding economic impacts, traffic, land use, public services, and aesthetics—reinforce the County's concerns. Of note, the Project is proposed for land that is essentially on the edge of the boundary separating the City of Redding and the unincorporated area of Shasta County. Thus, impacts are likely to be experienced in both jurisdictions. The community itself has been very active in opposing the Project, both for its environmental impacts and the Rancheria's attempt to invoke the "restored lands" exception to the prohibition on gaming on newly acquired trust lands.

The County has an obligation to protect the community from the adverse impacts of development projects and to reflect the views of the community it represents. Our community is strongly opposed to this Project. The reasons for that opposition are myriad and include the serious environmental, safety, and socioeconomic impacts of the Project. The Rancheria has a casino at a nearby location. The Department should not authorize the Rancheria to develop an unmitigated project at the Strawberry Fields site over the opposition of the surrounding community. Accordingly, the County formally opposes the Project and requests that the Department deny the Tribe's application.

Thank you for your consideration of this important matter. Please feel free to contact me if you would like to discuss these comments.

Respectfully,

Leonard Moty, Chairman
County of Shasta Board of Supervisors

cc: Tracy Edwards, Chief Executive Officer, Redding Rancheria
Julie Winter, Mayor of the City of Redding

DRAFT

LETTER “B”

September XX, 2019

Honorable David Bernhardt
Secretary of the Interior
1849 C Street, NW
Washington, DC 20240

Amy Dutschke, Regional Director
U.S. Department of the Interior
Bureau of Indian Affairs
Pacific Regional Office
2800 Cottage Way
Sacramento, CA 95825

RE: Redding Rancheria Proposed Fee-to-Trust and Casino Project—Strawberry Fields

Dear Secretary Bernhardt and Ms. Dutschke:

The County of Shasta (County) submits this letter to express our continuing concern regarding the lack of enforceable mitigation for the Redding Rancheria’s (Tribe) Fee-to-Trust and Casino Project (Project) at Strawberry Fields. The County filed comments in June in response to the Department’s draft environmental impact statement (DEIS) for the Project that identified a number of deficiencies in the Department’s analysis of Project impacts on public services, traffic, water resources, air quality, and other resources. Also at that time, the County noted that the analysis of socioeconomic impacts required additional development regarding fiscal effects, housing, homelessness, and other social effects, including problem gambling and related impacts and that the Project’s impacts on ground water and traffic were inadequately considered. The County’s primary concern, however, was then and remains the lack of enforceable mitigation.

The County was not alone in its concerns regarding Project impacts. The City of Redding submitted detailed comments in June identifying adverse Project impacts on socioeconomics, traffic, land use, public services, and aesthetics. Since then, the City has concluded that the impacts it will experience from the Project cannot be adequately mitigated so that it must oppose the Project. County constituents have likewise expressed their concerns regarding these and other Project impacts, as well as the Rancheria’s proposed use of the “restored lands” exception to gaming prohibition on newly-acquired trust lands. One of their key objections is that the Department will impermissibly apply the “restored lands” exception to eliminate the requirement that the Secretary make an independent determination that the Project will not have a detrimental effect on the surrounding community and obtain gubernatorial concurrence. That process helps to ensure that community impacts are properly mitigated.

The County is sensitive to the strong community opposition to the Project, but it continues to hope that it will negotiate a comprehensive mitigation agreement with the Rancheria that adequately addresses Project impacts. After internal deliberations and considering input from the community, the County has determined that its interests and those of the community will best be served by the County continuing its efforts to negotiate a mitigation agreement with the Rancheria. If, however, it appears that that effort will

not be successful, the County will be forced to conclude that it opposes the Project because of unmitigated Project impacts.

As reflected in the County's comments in June, the County recognizes that it may not be possible for a mitigation agreement to fully mitigate all impacts. For example, the Project is inconsistent with the County's current zoning of the site for agricultural uses and would eliminate a valuable greenbelt area lying at the boundary between the City of Redding and the unincorporated area of the County. After considering public input, as well as the views of the City of Redding, the County will need to determine whether any negotiated mitigation agreement will provide adequate mitigation and be in the public interest overall, despite any impacts that might remain.

The County respectfully requests that the Department not release a final EIS until it has executed a comprehensive mitigation agreement with the Rancheria or determines that such agreement is not possible or in the public interest. As the County noted in its June comments, the DEIS inaccurately states that Project impacts will be mitigated. Without an enforceable agreement, there is no basis for reaching that conclusion. Because it is critical that the environmental analysis the Department prepares accurately reflect Project impacts, it cannot represent that impacts will be mitigated unless there is an enforceable agreement in place.

Thank you for your consideration of this important matter. Please feel free to contact me if you would like to discuss these comments.

Respectfully,

Leonard Moty, Chairman
County of Shasta Board of Supervisors

cc: Tracy Edwards, Chief Executive Officer, Redding Rancheria
Julie Winter, Mayor of the City of Redding