AGENDA

REGULAR MEETING
OF THE
BOARD OF SUPERVISORS

Tuesday, December 5, 2017, 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 Alison Maki, Community United Methodist Church

Pledge of Allegiance: Supervisor Morgan
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 Community Development Coordinator Laura McDuffey as Shasta County's Employee of the Month for December 2017.

No Additional General Fund Impact  Simple Majority Vote

R 2  Board Matters
Adopt a proclamation which designates December 5, 2017 as "Pearl Harbor Remembrance Day" in Shasta County.

No General Fund Impact  Simple Majority Vote

PRESENTATIONS

R 3  Presentation
Present a certificate of recognition to Shasta County Sheriff's Office Captain John Hubbard on the occasion of his retirement after more than 28 years of service to Shasta County.

No General Fund Impact  No Vote

R 4  Presentation
Receive a presentation regarding community vitality from The McConnell Foundation Program Officer for Community Vitality Rachel Hatch (Supervisor Kehoe).

No General Fund Impact  No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

During the Public Comment Open Time period, the public may address the Board on any agenda item on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Persons wishing to address the Board during Public Comment Open Time are requested to fill out a Speaker Request Form and, if you have documents to present to the Board of Supervisors, please provide a minimum of ten copies.
The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

**GENERAL GOVERNMENT**

C 1  **Administrative Office**

Take the following actions: (1) Receive the Shasta County Child Abuse Prevention Coordination Council Children’s Trust Fund (CTF) Annual Report for 2016-17; and (2) approve the proposed CTF programs for 2017-18.

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 $4,757, as submitted.

General Fund Impact  Simple Majority Vote

C 3  **Clerk of the Board**

Approve the minutes of the meeting held on November 7, 2017 and November 14, 2017, as submitted.

No General Fund Impact  Simple Majority Vote

C 4  **Clerk of the Board**

Appoint Charla Connelley to the Shasta Public Libraries Citizens Advisory Committee for a four-year term to expire November 30, 2018.

No General Fund Impact  Simple Majority Vote

C 5  **Clerk of the Board**

Take the following actions regarding 2018 appointments: (1) Appoint Supervisor Les Baugh as the Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Mary Rickert as the Alternate to the RCRC Board of Directors; and (2) appoint Supervisor Leonard Moty as the Member to the California State Association of Counties (CSAC) Board of Directors and Supervisor Les Baugh as the Alternate to the CSAC Board of Directors.

No General Fund Impact  Simple Majority Vote

C 6  **Clerk of the Board**

As introduced on November 14, 2017, enact an Ordinance of the Board of Supervisors of the County of Shasta Amending Section 8.28.060 of the Shasta County Code Concerning Nuisances.
C 7
Clerk of the Board

As introduced on November 14, 2017 enact an Ordinance of the Board of Supervisors of the County of Shasta Amending Subsection (B) of Section 1.12.030 and Subdivision (6) of Subdivision (B) of Section 1.12.050 the Shasta County Code Concerning Administrative Enforcement.

C 8
Clerk of the Board

As introduced on November 14, 2017 enact an Ordinance of the Board of Supervisors of the County of Shasta Amending Section 1.12.055 to the Shasta County Code Concerning Administrative Enforcement.

C 9
County Clerk/Registrar of Voters

Approve and authorize the Chairman to sign an agreement with Dominion Voting Systems, Inc. in the amount of $1,978,428 (with annual advance payments) for the purposes of leasing the Democracy Suite 5.2 voting system and all associated hardware, software, licenses, and related services for the period January 1, 2018 through December 31, 2025.

C 10
Support Services-Personnel

Adopt resolutions which formally amends: (1) Leave cash out procedures of the Shasta County Personnel Rules Chapters 10, 12, and 15 and; (2) the Memorandums of Understanding (MOUs) with the Deputy Sheriffs’ Association Deputy Sheriffs, Sergeant, and District Attorney Investigator (DSA-DSS/DAI) Unit, Deputy Sheriffs Association-Correctional Officers (DSA-CO), Mid-Management Bargaining Unit (MMBU), Professional Peace Officers Association (PPOA), Shasta County Employees Association- Supervisory Unit (SCEA), Sheriff’s Administrative Association (SAA), Teamsters (Trades and Crafts Unit), United Public Employees of California (UPEC)- General Unit, and UPEC-Professional Unit.

C 11
Support Services-Personnel

Adopt a Salary Resolution, effective December 10, 2017, which amends the Salary Schedule as follows: (1) Moves the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant job classifications from the United Public Employees of California (UPEC)-General bargaining unit to the UPEC-Professional bargaining unit.
Adopt a Salary Resolution which: (1) Repeals Salary Resolution No. 1488 adopted by the Board of Supervisors on June 21, 2016; and (2) amends the effective date of the wage adjustment for all Confidential classifications from June 24, 2018 to April 29, 2018.

No Additional General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 13 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign an agreement with The Gold Home in an amount not to exceed $870,400 to provide residential care facility services for the period date of signing through June 30, 2020.

No Additional General Fund Impact Simple Majority Vote

C 14 Health and Human Services Agency-Adult Services

Approve and authorize: (1) The Chairman to sign: (a) a retroactive renewal revenue agreement, No. 17-94105, with California Department of Health Care Services in an amount not to exceed $4,669,851 for the delivery of alcohol and other drug treatment and prevention services for the period July 1, 2017 through June 30, 2020; (b) the Certification Regarding Lobbying; (c) the Contractor Certification Clauses Form; and (d) the California Civil Rights Laws Certification; and (2) the Director of the Health and Human Services Agency (HHSA), or any HHSA Branch Director designated by the HHSA Director, to sign prospective and retroactive amendments to the agreement that result in a change in compensation of no more than $155,662 per fiscal year and other related documents that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, Shasta County Contracts Manual.

No Additional General Fund Impact Simple Majority Vote

C 15 Health and Human Services Agency-Adult Services

Reappoint Kari Hess, Charles Menoher and Marvin Peterson to the Shasta County Mental Health, Alcohol and Drug Advisory Board to terms to expire December 31, 2020.

No Additional General Fund Impact Simple Majority Vote

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

Take the following actions: (1) Approve and authorize the Health and Human Services Agency to purchase a total of three vehicles, in an amount not to exceed $74,115.75 (including all taxes and fees); and (2) approve and authorize County Purchasing to award the bid from Request for Bid No. 18-10 for the purchase of three sport utility vehicles to Crown Motors, LLC for a total purchase price of $74,115.75 (including all taxes and fees).

No Additional General Fund Impact Simple Majority Vote
C 17  **Health and Human Services Agency-Office of the Director**

Take the following actions: (1) Approve and authorize the Chairman to sign a Letter of Interest for the Fiscal Year (FY) 2017-18 Intergovernmental Transfer where Shasta County is willing to contribute up to $4,586,294 in order to receive funding to assist in financing health improvements for Medi-Cal beneficiaries in Shasta County; and (2) authorize the Health and Human Services Agency Director or his designee to complete and submit the State FY 2017-18 Voluntary Rate Range Program Supplemental Attachment to the California Department of Health Care Services.

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

C 18  **Health and Human Services Agency-Public Health**

Take the following actions regarding the California Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP) grant: (1) Approve and authorize the Chairman to sign: (a) a retroactive renewal revenue agreement with the California Department of Public Health, Agreement No. 17-10260, for Shasta County to receive funding in an amount not to exceed $299,556 for CLPPP activities for the period July 1, 2017 through June 30, 2020; and (b) the Certification Regarding Lobbying; and (2) approve and authorize the Health and Human Services Agency (HHSA) Director or any HHSA Branch Director to sign minor prospective and retroactive amendments and other documents that result in a net change in compensation not to exceed $59,000 as long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

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

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

Approve and authorize the Chairman to sign a renewal revenue agreement with the City of Redding in the minimum amount of $16,058.48 to $17,519.81 per month for the Opportunity Center to provide janitorial services at various City of Redding locations for the period January 1, 2018 through December 31, 2019.

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

**LAW AND JUSTICE**

C 20  **Sheriff**

Approve and authorize the Chairman to sign an amendment to the lease agreement with Seven Resorts, Inc. (at Bridge Bay Resort Marina), extending the agreement term by six months to June 30, 2018, recognizing a change in ownership, and setting the monthly rent for the extended term at $2,268.79 per month.

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

C 21  **Sheriff-Jail**

Approve and authorize the Chairman to sign a renewal agreement with Lassen County with no maximum compensation at a minimum cost of $75 per day per
inmate to house Shasta County inmates in the Lassen County Jail for the period from the date of signing through August 10, 2020, with two automatic one-year renewals.

**PUBLIC WORKS**

C 22  **Public Works**

Take the following actions regarding Parcel Map No. 15-004, Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division (PRD) (Palo Cedro area): (1) Receive the petition for formation and the petition for activation; (2) receive an affidavit verifying information contained in the petition; (3) receive the maintenance cost estimate; (4) receive the County Surveyor’s report on the boundary description (in the form of a map); (5) receive the Consent and Waiver to Assess Annual Parcel Charges; (6) receive the annual parcel charge report; (7) adopt a resolution which forms the PRD; and (8) adopt a resolution which confirms the annual parcel charge report for Fiscal Year 2018-19.

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

R 5  **Administrative Office**

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

R 6  **County Counsel**

Introduce and waive the reading of an ordinance which: (1) Repeals and replaces Ordinance No. 733 that had repealed Ordinance No. 730; and (2) repeals Ordinance No. 730 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 3-Castella Water, operative November 1, 2017, and includes a “Savings Clause.”
Introduce and waive the reading of an ordinance which: (1) Repeals and replaces Ordinance No. 734 that had repealed Ordinance No. 719; and (2) repeals Ordinance No. 719 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 6-Jones Valley, operative November 1, 2017, and includes a “Savings Clause.”

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

**RESOURCE MANAGEMENT**

R 8  **Resource Management**

Receive a written report regarding the status of the Shasta County Public Facility Impact Fees Implemented on July 1, 2008.

**No General Fund Impact**  
**No Vote**

**CLOSED SESSION ANNOUNCEMENT**

R 9  **The Board of Supervisors will recess to a Closed Session to discuss the following item**

(Est. 15 minutes):

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

Names of Cases:
- Lainie Barrows v. County of Shasta

(Est. 30 minutes):

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
(Government Code section 54956.8)

Property Description: 1742 Court Street, 1754 Court Street, and 1822 Court Street, Redding, CA 96001

Party with whom negotiating: Michael B. & Louise H. Cogan Revocable Trust 2012, Michael B. & Louise H. Cogan, Trustees

County Negotiator: Lawrence G. Lees, County Executive Officer, Patrick Minturn, Public Works Director and Richard Simon, Director of Resource Management

Instructions to Negotiator will include price and terms of payment.

(Est. 30 minutes):

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

Names of Cases:
- Bennett, Robert v. County of Shasta, et al.
- Benno, James et. al. v. County of Shasta, et al.
- Bryant, Jesse v. County of Shasta, et al.
- Coleman, James v. County of Shasta, et al.
County of Shasta v. Lincoln General Insurance Company, et al.
County of Tehama v. State Controller, DMV, State of California (County of Shasta, Real Party in Interest)
Estill, Renee v. County of Shasta, et al.
Jewett, Everett, et al. v. California Forensic Medical Group, Inc., et al.
Maughts, Christopher Robin v. Shasta County Sheriff, et al.
Medicine for our Military v. County of Shasta, et al.
Yakaitis, Timothy v. County of Shasta Main Jail, et al.

(Est. 30 minutes):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code section 54957):
Title: County Counsel
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

ADJOURN

REMINDERS

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

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

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

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

This document and other Board of Supervisors documents are available online at www.co.shasta.ca.us.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: BOARD MATTERS-1.

SUBJECT:
Shasta County Employee Recognition Program December 2017 Employee of the Month.

DEPARTMENT: Board Matters

Supervisorial District No.: All

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

STAFF REPORT APPROVED BY: Angela Davis, Director

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<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Adopt a resolution which recognizes Shasta County Health and Human Services Agency Community Development Coordinator Laura McDuffey as Shasta County's Employee of the Month for December 2017.

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 December 2017.

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 Laura McDuffey, Community Development Coordinator, Health and Human Services Agency (HHSA), be recognized as the December 2017 Employee of the Month.

Ms. McDuffey represents the County, HHSA, and her programs positively and professionally. She works cooperatively to solve problems and ensure clients get their needs met. Ms. McDuffey represents Shasta County at many community events including many resource fairs. She is involved in the HOPE Van Advisory Committee and was a key participant in Project
Homeless Connect which assists individuals in our community who are experiencing homelessness and having difficulty connecting to essential services needed to sustain a certain quality of life.

Ms. McDuffey has assisted with the Medi-Cal expansion for Shasta County, development of the Sharps Disposal Program, the Farmers' Market SNAP-ED grant program, and the Prescription Drug Card program. She took the lead in applying for CalWORKs Housing Support Program (HSP) funding for Shasta County. HSP provides homeless adults with children assistance with acquiring temporary and permanent housing assistance and with on-going case management in order to address barriers that may cause them to become homeless again in the future. Ms. McDuffey is responsible for the Unsheltered Adult Program which provides case management and supportive services to homeless single adults. She has a knack for developing effective programs as the need arises.

Ms. McDuffey works closely and effectively with multiple community partners and other agency programs in order to ensure clients have access to all available resources. She goes above and beyond to provide good customer service and to improve the community of Shasta County.

**ALTERNATIVES**

No other alternatives are recommended.

**OTHER AGENCY INVOLVEMENT**

The Employees participating on the Employee Recognition Committee include: Jack Ball, Maintenance Supervisor; Laura Sumner, Administrative Analyst I; Michael Conti, HHSA Program Manager; Jon Ruiz, Deputy Sheriff; Captain Pat Kropholler, and Angela Davis, Director Support Services.

**FINANCING**

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

**ATTACHMENTS:**

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<td>Resolution - EOM December 2017</td>
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A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING LAURA MCDUFFEY, COMMUNITY DEVELOPMENT COORDINATOR
OF SHASTA COUNTY’S HEALTH AND HUMAN SERVICES AGENCY,
AS DECEMBER 2017 EMPLOYEE OF THE MONTH

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Laura McDuffey, Community Development Coordinator, of Shasta County’s Health and Human Services Agency, is hereby named Shasta County Employee of the Month for December 2017; and

BE IT FURTHER RESOLVED that Ms. McDuffey represents the County, HHSA, and her programs positively and professionally. She works cooperatively to solve problems and ensure clients get their needs met. Ms. McDuffey represents Shasta County at many community events including many resource fairs. She is involved in the HOPE Van Advisory Committee and was a key participant in Project Homeless Connect which assists individuals in our community who are experiencing homelessness and having difficulty connecting to essential services needed to sustain a certain quality of life.

Ms. McDuffey has assisted with the Medi-Cal expansion for Shasta County, development of the Sharps Disposal Program, the Farmers' Market SNAP-ED grant program, and the Prescription Drug Card program. She took the lead in applying for CalWORKs Housing Support Program (HSP) funding for Shasta County. HSP provides homeless adults with children assistance with acquiring temporary and permanent housing assistance and with on-going case management in order to address barriers that may cause them to become homeless again in the future. Ms. McDuffey is responsible for the Unsheltered Adult Program which provides case management and supportive services to homeless single adults. She has a knack for developing effective programs as the need arises.

Ms. McDuffey works closely and effectively with multiple community partners and other agency programs in order to ensure clients have access to all available resources. She goes above and beyond to provide good customer service and to improve the community of Shasta County.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:
DAVID A. KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By ________________________________

               Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: BOARD MATTERS-2.

SUBJECT:
Honor Pearl Harbor Remembrance Day on December 5, 2017

DEPARTMENT: Board Matters

Supervisory District No.: All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, 530-225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

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

RECOMMENDATION

Adopt a proclamation which designates December 5, 2017 as "Pearl Harbor Remembrance Day" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

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<td>Pearl Harbor Remembrance Day Proclamation</td>
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Shasta County Board of Supervisors
Proclamation

Pearl Harbor Remembrance Day
December 5, 2017

WHEREAS, on December 7, 1941, “a date which will live in infamy,” nearly 200 Japanese aircraft attacked Pearl Harbor, Hawaii; and

WHEREAS, the raid, which lasted little more than one hour, left more than 2,400 dead and destroyed or disabled nearly the entire U.S. Pacific Fleet anchored in the harbor, as well as destroying approximately 200 U.S. aircraft; and

WHEREAS, the attack on Pearl Harbor brought about immediate United States entry into World War II, a Declaration of War being requested by President Franklin D. Roosevelt and approved by Congress on December 8, 1941; and many citizens of our community have given their lives while serving in the Armed Forces; and

WHEREAS, “Remember Pearl Harbor” became the rallying cry for the United States during World War II.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors remembers and honors those Americans who lost their lives in, as well as those who survived, the Pearl Harbor devastation 76 years ago; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors hereby proclaims December 5, 2017 as Pearl Harbor Remembrance Day in Shasta County and presents this proclamation to the local Pearl Harbor survivors.

David A. Kehoe, Chairman

December 5, 2017
Date
RECOMMENDATION

Present a certificate of recognition to Shasta County Sheriff's Office Captain John Hubbard on the occasion of his retirement after more than 28 years of service to Shasta County.

SUMMARY

Shasta County Sheriff's Office recognizes and honors Captain John Hubbard for his 28 years of service with the Shasta County Sheriff's Office beginning in 1989 as a Correctional Deputy in the Jail and ending his career as a Captain overseeing the Services Division of the Shasta County Sheriff's Office.

DISCUSSION

Captain Hubbard's career with the Shasta County Sheriff's Office spans 28 years. Throughout his tenure with the Sheriff's Office, Captain Hubbard has served as a Correctional Deputy at the Jail, a Detective in the Major Crimes Unit investigating Death Penalty Cases, to his current position as Captain overseeing the Services Division. During his years with the Sheriff's Office he has seen many changes and has always been reliable, fair-minded and kind-hearted in his dealings.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation.

FINANCING

The cost of recognizing this employee is nominal and is authorized in Administrative Policy 1-118. There is no additional
General Fund impact associated with approval of the recommendation.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-1.

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

DEPARTMENT: County Administrative Office

Supervisorial District No.: All

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

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Take the following actions: (1) Receive the Shasta County Child Abuse Prevention Coordination Council Children’s Trust Fund (CTF) Annual Report for 2016-17; and (2) approve the proposed CTF programs for 2017-18.

SUMMARY

In accordance with Welfare and Institutions Code section 18967, Shasta County Child Abuse Prevention Coordinating Council’s (CAPCC) is providing the CTF Annual Report for 2016-2017 for the Board’s review and CAPCC recommends Board approval of the proposed 2017-2018 CTF programs.

DISCUSSION

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

In accordance with Welfare and Institutions Code section 18967, the money in the CTF shall be used to fund child abuse and neglect prevention and intervention programs. The local board of supervisors makes the final decision as to which programs shall be funded. It is recommended that the Board approve the
proposed 2017-2018 CTF primary direct service programs listed in the report: community wide child abuse prevention and awareness and education (65% of CTF), child abuse prevention trainings (5% of CTF), Child Death Review Team (10% of CTF), and participation in the Shasta Strengthening Families Collaborative (20% of CTF). A scope of work for 2017-2018 is included on the last page of the report.

**ALTERNATIVES**

The Board may determine that adjustments should be made to the proposed programs for 2017-2018.

**OTHER AGENCY INVOLVEMENT**

The CAPCC Board of Directors approved the CTF Annual Report for 2016-2017 and proposed programs for 2017-2018 on November 21, 2017. The Health and Human Services Agency (HHSA) Director and HHSA Branch Director for Children’s Services were included in discussions to bring this report to the Board. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTF Report Final</td>
<td>11/22/2017</td>
<td>CTF Report Final</td>
</tr>
</tbody>
</table>
Shasta County Child Abuse Prevention Coordinating Council
Children’s Trust Fund Annual Report
2016-2017

Description of Programs and Services Funded or Supported by CTF

2016/2017 CTF Budget Expenditures

The Shasta County Child Abuse Prevention Coordinating Council (Shasta CAPCC) received $37,469.90 in 2016/2017 from the Children’s Trust Fund (CTF). Birth certificate revenue generated $33,695.9000 and Special Plates for Kids generated $3,774.00.

Shasta CAPCC spent $37,469.90 from Children’s Trust Funds on child abuse and neglect prevention activities:

- Community wide child abuse prevention and awareness and education 61%
- Child abuse prevention trainings 5%
- Child Death Review Team 9%
- Participation in the Shasta Strengthening Families Collaborative 25%
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Community wide child abuse and neglect prevention awareness and education</td>
<td>1. Coordinate County and City Child Abuse and Neglect Prevention Awareness Month Proclamations</td>
<td>1. Proclamations were received in acknowledgement of National Child Abuse and Neglect Prevention Awareness Month from the Shasta County Board of Supervisors 03.21.2017, City of Redding City Council 04.04.2017, City of Anderson City Council 04.04.2017 and Shasta Lake City Council 04.04.2017. All three acceptances of the Proclamations were on the same evening, the Shasta CAPCC Executive Director and two CAPCC Board Members addressed the elected officials in each city and emphasized the importance of their support to reduce Adverse Childhood Experiences as an essential means to address and prevent to root cause of social problems faced by our community. Also along with the important work Shasta CAPCC does to help families increase Protective Factors and strengthen families and our community.</td>
</tr>
<tr>
<td>Projected Expenses $27,840.00</td>
<td>2. Update and rotate RABA bus placards every 6 weeks</td>
<td>2. RABA bus posters were rotated every six weeks. One new poster was developed to add to the established messaging. The additional message included information on Diaper Need Awareness. RABA provided 65,000 rides on buses where our child abuse prevention messaging was displayed.</td>
</tr>
<tr>
<td>Actual Expenses $22,856.63</td>
<td>3. Disseminate Blue Ribbon and Pinwheel materials in throughout community</td>
<td>3. Shasta CAPCC distributed approximately 8,549 pieces of educational materials including Pinwheels, Blue Ribbon Lapel Pins, and child abuse and neglect prevention awareness ribbons were given throughout the community. Child abuse and neglect prevention awareness information was shared with: all County Schools, Shasta County Health and Human Services Agency, Youth and Family Programs, and individuals attending our outreach events that included: Week of the Young Child, Anderson Family Fun Fest, First 5 Shasta Smart Lunch, Anderson Chamber of Commerce Greeters, Redding Chamber of Commerce Greeters, April Parent Café, and the CAPCC annual Pinwheel Garden of Hope.</td>
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</tr>
<tr>
<td>4. Coordinate and Display Banners for the month of April</td>
<td>4. Five Banners were placed throughout Shasta County during the month of April. Banners were displayed for the entire month at the following locations: I-5 and the Shasta Outlets in Anderson, 44 East onramp at Shasta Regional Medical Center, I-5 near Riverside RV park, corner of Hartnell and E. Cypress (Cornerstone Bank), I-5 and Cypress intersection (in front of Denny’s). CalTrans and City of Redding data indicate that more than 80,000 unique drivers passed child abuse prevention banners in April 2017.</td>
<td></td>
</tr>
<tr>
<td>5. Coordinate placement of three community banners for the month of April</td>
<td>5. Shasta CAPCC focused on providing local opportunities for families, parent education and the 5 Protective Factors on our website and social media platform. Information defined Protective Factors, gave examples on how to use Protective Factors and also asked questions to provoke online conversations. March and April were primarily used to promote Child Abuse Prevention Awareness Month and our Pinwheel Gardens of Hope. With our constant and consistent messaging, we have been able to effectively reach community members with social media. We have seen growth across all social media platforms. This year our blog saw significant growth in reach.</td>
<td></td>
</tr>
</tbody>
</table>
| 6. Maintain website and social media pages with relevant CAP materials | 6. Growth:  
Pinterest: 730 impressions.  
Google +: 6 new followers with 2,344 impressions  
WordPress: 487 visitors with 566 views  
Facebook: 89 new likes; average reach of 644 people per day  
Instagram: 20 new followers  
Twitter: 72 new followers, 22,265 total impressions with an average of 62.8 impressions per tweet  
YouTube: 3 new subscribers with 36 views  
Website: 3,268 users with 9,472 page views |
<table>
<thead>
<tr>
<th>Child Abuse Prevention trainings</th>
<th>1. Provide Mandated Child Abuse Reporter Training to at community members, school staff, and partner agencies.</th>
<th>1. During the 16.17 fiscal year, Shasta CAPCC provided 26 Mandated Reporter Trainings to 496 individuals in Shasta County. During this fiscal Shasta CAPCC had a transition in staff for MCART trainings however, did not result in fewer trainings, In 2016 training was updated. This allowed individuals who are required to receive this training on an annual basis to have fresh and engaging material. The updated training material has been very well received. The following is a list of agencies that received training: Shasta Family YMCA (1), Shasta Trinity ROP (5), NSRAP AmeriCorps (1), Shasta County Health and Human Services (7), Redding Rancheria (2), Community (7), Carenet (1), One Safe Place (1), District Attorney’s Office (1).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Expense $1,821.00 Actual expenses: $1,873.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Death Review Team</td>
<td>1. Recruit appropriate CDRT members</td>
<td>1. During the 16.17 fiscal year, Shasta CAPCC Executive Director was able to recruit two new CDRT members: A Forensic Pathologist from Coroner’s Office and a Pediatrician from Shasta Community Health Foundation were added to assist with building a comprehensive team.</td>
</tr>
<tr>
<td>Projected Expenses $3,833.00 Actual expenses $3,372.29</td>
<td>2. Coordinate Two CDRT meetings per year</td>
<td>2. Two CDRT meeting were conducted; January 8, 2017 and June 8, 2017. The Team agreed to move to quarterly meetings beginning in 2017/2018 fiscal year.</td>
</tr>
<tr>
<td></td>
<td>3. Enter all CDRT finds into the online database</td>
<td>3. All closed CDRT cases have been entered into the National Center for the Review and Prevention of Child Deaths online database.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 15 cases reviewed-10 cases were new, 5 re-review</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 10 cases were closed; 5 preventable, 5 not preventable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Of the 15 cases, 5 were held for re-review</td>
</tr>
<tr>
<td></td>
<td></td>
<td>On June 8, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 16 cases reviewed, 11 cases were new, 5 re-views</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 12 cases were closed; 4 preventable, 8 not preventable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Of the 16 cases, 4 were held for re-review</td>
</tr>
</tbody>
</table>
5. Summarize 2016-2017 Shasta County child deaths findings

A total of 31 cases were reviewed for 2016/2017 and closed, the findings were as follows:

**Not preventable**
- 1 Cancer
- 2 Congenital anomaly
- 3 Prematurity
- 1 SIDS
- 1 other infection
- 1 prenatal condition
- 2 unknown
- 1 undetermined medical cause

**Preventable**
- 1 unknown
- 5 Motor Vehicle
- 2 drowning
- 1 asphyxia

Deaths occurring in 2016/2017 are still under review or, in some circumstances, not all 2016/2017 deaths certificates have been reported to the CDRT.

<table>
<thead>
<tr>
<th>Shasta Strengthening Families Collaborative (SFC)</th>
<th>1. Participate in monthly SFC Steering Committee meetings</th>
<th>1. Shasta CAPCC Executive Director participated and supported multiple activities within the Shasta Strengthening Families Collaborative. CAPCC Executive Director attended all SFC Steering Committee meetings and will be the Chair Elect for 2018.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Expenses $7,423.00</td>
<td>2. Provide support &amp; coordination for Parent Cafes, Table Host Trainings, and Parent Café Train the Trainer,</td>
<td>2. The Shasta CAPCC Executive Director provided coordination three Parent Cafes, five Table Host trainings, and one Parent Café, train the trainer training</td>
</tr>
<tr>
<td>Actual Expense $9,367.48</td>
<td>3. Community Maintenance Meetings/Community Calendar</td>
<td>3. Held four community Parent Café maintenance meetings and maintained county wide calendar on Shasta CAPCC website and distributed calendars via email and print for all Parent Cafes in Redding, Shasta Lake, and Anderson areas.</td>
</tr>
<tr>
<td></td>
<td>4. Participate in ACEs meetings, training, &amp; Learning Communities</td>
<td>4. The SFC held Town Hall meeting to introduce Adverse Childhood Experiences to the community; developed a poster/rack card awareness campaign; launched the strongfamilies website; in collaboration with Public Health had 26 individuals trained as ACE Interface trainers to provide trainings countywide for ACE education and monthlyACE trainers Learning Collaborative meetings.</td>
</tr>
</tbody>
</table>
2017/2018 Proposed CTF Budget Expenditures

CAPCC proposes to spend $40,000 dollars of CTF funds in the 2017/2018 fiscal year. The primary direct service activities that will be supported with these funds are:

- Community wide child abuse prevention and awareness and education 65%
- Child abuse prevention trainings 5%
- Child Death Review Team 10%
- Participation in the Shasta Strengthening Families Collaborative 20%

2017/2018 Proposed CTF Scope of Work

<table>
<thead>
<tr>
<th>CTF 2016.2017 Strategies</th>
<th>Activities</th>
<th>Staff Responsible</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child abuse prevention trainings $2,000</td>
<td>1. Provide Mandated Child Abuse Reporter Training (MCART) to at least 400 mandated reporters. 2. Advertise MCART trainings via social media, emails, and Shasta CAPCC website</td>
<td>Project Coordinator Other Staff</td>
<td>7.1.2017 – 6.30.2018</td>
</tr>
<tr>
<td>Child death review team $4,000</td>
<td>1. Recruit and retain appropriate CDRT members 2. Coordinate four CDRT meetings per year 3. Enter all CDRT finds into the online database 4. Summarize finds and trends from deaths reviewed in 2017.2018</td>
<td>Project Coordinator Executive Director</td>
<td>7.1.2017 – 6.30.2018</td>
</tr>
<tr>
<td>Shasta Strengthening Families Collaborative $8,000</td>
<td>1. Participate and Chair monthly SFC Steering Committee meetings 2. Participate in monthly SFC workgroup/learning community meetings 3. Provide support &amp; coordination for Parent Cafes and Table Host Trainings 4. Participate in large SFC meetings as scheduled 5. Maintain Community Calendar for Parent Cafes and Table Host Trainings 6. Coordinate/Facilitate Community Parent Café Maintenance Meetings</td>
<td>Executive Director Other Staff</td>
<td>7.1.2017 – 6.30.2018</td>
</tr>
</tbody>
</table>
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
Claims List

DEPARTMENT: Auditor-Controller

Supervisorial District No.: ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of $4,757, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:
Description                       | Upload Date | Description
Board List Attachment            | 11/28/2017  | Board List Attachment
COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
11/28/2017

<table>
<thead>
<tr>
<th>FUND/DEPT/ACCT</th>
<th>DEPARTMENT</th>
<th>PAYEE</th>
<th>DESCRIPTION</th>
<th>Amount</th>
<th>REASON</th>
<th>DEPARTMENT'S EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>95500/033731</td>
<td>FACILITIES MANAGEMENT</td>
<td>AMERICAN CHILLER SERVICE INC</td>
<td>10/18/17 JAIL ANNUAL SERVICE</td>
<td>$ 4,757.00</td>
<td>Per Shasta County Contracts Manual 8-101 Section 1.3.3. and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.</td>
<td>SEE ATTACHED MEMO FROM DEPARTMENT</td>
</tr>
</tbody>
</table>

**Total** $ 4,757.00

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

Date: 11/25/17

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

Date:

Chairman
Board of Supervisors
County of Shasta
State of California
MEMORANDUM

DATE November 20, 2017

TO Board of Supervisors

FROM Thomas Forbish, Manager Facilities Management

SUBJECT American Chiller Services, Inc. Contract C0004053

The County is in contract with American Chiller Services, Inc. for Service, maintenance and repair of the HVAC system at the Jail. Due to unforeseen costs that exceeded the forecasted amount set aside for repairs the contract has a shortfall of $1,306.90 needed to pay for the yearly maintenance service.

Please approve the attached invoice for payment.
**Invoice**

**DATE** | **INVOICE #**
---|---
10/27/2017 | 51085

**BILL TO**
Shasta County Fac. Mgmt.
1958 Placer Street
Redding CA 96001

**SHIP TO**
Chiller Maintenance Program
1958 Placer Street
245-6113 jail number
Redding CA 96001

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
<th>JOB NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1028</td>
<td>30DY</td>
<td>11/26/2017</td>
<td>44774</td>
</tr>
</tbody>
</table>

**DESCRIPTION**
Periodic Billing Per Chiller Maintenance Agreement. This Invoice is for the Annual Service Completed on 10/18/17.

**Thank you for your business and prompt payment!**

Total $4,757.00

Large Tonnage Air Conditioning Specialists  
CA Lic. No. 605046, NV Lic. No. 0035255  
PHONE: 916-457-7800 FAX: 916-731-8100  
email address: info@americanchiller.com  

Remit to: P. O. Box 1887, Rancho Cordova, CA 95741-1887
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-3.

SUBJECT:
11/07 and 11/14 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No.: ALL

DEPARTMENT CONTACT: Courtney Mathews, Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Approve the minutes of the meeting held on November 7, 2017 and November 14, 2017, as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

<table>
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<tr>
<th>Description</th>
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</table>

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, November 7, 2017

REGULAR MEETING

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

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

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Administrative Board Clerk - Courtney Mathews
Administrative Board Clerk - Candice Marlar

INVOCATION

Invocation was given by Pastor Bill McVay, Seventh Day Adventist Church.

PLEDGE OF ALLEGIANCE

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

BOARD MATTERS

NOVEMBER 2017 EMPLOYEE OF THE MONTH
HEALTH AND HUMAN SERVICES AGENCY
AGENCY STAFF SERVICES ANALYST II CASEY BERRY
RESOLUTION NO. 2017-098

At the recommendation of Health and Human Services Agency Children’s Services Branch Director Dianna Wagner, and by motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2017-098, which recognizes Shasta County Health and Human Services Agency, Agency Staff Services Analyst Casey Berry as Shasta County's Employee of the Month for November 2017.

(See Resolution Book No. 59)

PROCLAMATION: VETERANS AWARENESS WEEK
NOVEMBER 5-11, 2017

At the recommendation of Supervisor Morgan, and by motion made, seconded (Morgan/Baugh), and unanimously carried, the Board of Supervisors adopted a proclamation which designates November 5-11, 2017 as "Veterans Awareness Week" in Shasta County. Northern California Veteran's Historical Association member Gary Traver was present to receive the proclamation.

Shasta County Veteran’s Service Officer Celestina Traver spoke regarding the work of the Northern California Veteran's Historical Association.

PRESENTATIONS

PRESENTATION: CALIFORNIA COMMISSION OF WOMEN AND GIRLS

Received a presentation from Judith Salter regarding the California Commission of Women and Girls.
PRESENTATION: CALIFORNIA STATE ASSOCIATION OF COUNTIES BEST PRACTICE AWARD

Received a presentation from Chief Probation Officer Tracie Neal regarding the California State Association of Counties Best Practice Award for early implementation of Senate Bill 1143, Leno. Juveniles: room confinement, in Shasta County Juvenile Facilities.

In response to questions by Supervisor Baugh, Ms. Neal reported the main measure used to determine success of in-custody program is decrease in use of force and special incidents. For youth in the community, as programs are implemented, recidivism rate is tracked with the intent to prevent entry into adult criminal justice system.

PRESENTATION: CONTINUUM OF CARE

Received a presentation from Housing/Community Action Agency Director Dr. Richard Kuhns regarding Continuum of Care annual activities.

In response to questions by Supervisor Moty, Dr. Kuhns explained the acquisition of vendors for new software system that tracks patients with expanded capabilities.

In response to a request by Supervisor Moty, Dr. Kuhns stated an update on the program’s implementation and progress could be presented next year.

In response to questions by Supervisor Baugh, Dr. Kuhns reported currently the agency has budgeted to purchase 50 software licenses and has a goal to acquire 100 licenses by the middle of 2018 to distribute to organizations.

In response to questions by Supervisor Rickert, Dr. Kuhns reported on progress Shasta County is making with decreasing homeless population.

In response to questions by Supervisor Kehoe, Dr. Kuhns explained the classification of those “sheltered” who are in a program and those who are “unsheltered” who are on the streets and traditionally chronically homeless. Dr. Kuhns reported Shasta County is seeing progress in services; while sustaining chronically homeless in housing is difficult.

PUBLIC COMMENT PERIOD - OPEN TIME

Northern California Veterans Cemetery Manager Mark George spoke regarding upcoming Veteran’s Day events.
Monique Welin spoke regarding mobile crisis unit, Assembly Bill 109, Proposition 57, and homelessness.

Brenda Woods spoke regarding homelessness and mental health issues in Shasta County.

Michael Mangas thanked the Board and informed them he will be leaving KRCR News Chanel 7 to work for Dignity Health.

Andy Main, local internet provider, spoke regarding internet access in rural Shasta County.

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Kehoe noted that the item regarding County Service Area No. 1-County Fire spectrometer purchase had been pulled from the agenda and the item regarding the purchase of 18 vehicles had been pulled for discussion.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign the County Claims List totaling $235.53, as submitted. (Auditor-Controller)

Approved a budget amendment increasing appropriation and revenue by $16,729 in the Auditor-Controller budget for a new position allocation approved by the Board on October 24, 2017 in order to comply with Health and Safety code 34179(j). (Auditor-Controller)

Adopted Resolution No. 2017-099, which Repeals Resolution No. 91-7; and authorizes the Housing and Community Action Director to close the Local Agency Investment Fund account and transfer funds into the County Treasury. (Auditor-Controller/Housing and Community Action Programs)

(See Resolution Book No. 59)

Approved the proposed calendar of Board of Supervisors' meetings for the year 2018. (Clerk of the Board)
Approved the minutes of the meeting held on October 24, 2017, as submitted. (Clerk of the Board)

Reappointed Robert Nash, James Smith, and Leimone Waite to the Bella Vista Water District Board of Directors in lieu of election to four-year terms to December 2021. (Clerk of the Board)

As introduced on October 24, 2017, enacted Ordinance No. 408-212 of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled “An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof,” by amending Section II establishing the following speed restrictions: (1) A 55 miles per hour (mph) on Airport Road (2H04) from north end of the Sacramento River Bridge to 170’ north of Dersch Road (2H02); (2) a 45 mph on Airport Road (2H04) from 170’ north of Dersch Road (2H02) to Redding city limits; (3) a 50 mph on Bear Mountain Road (5H04) from Old Oregon Trail to Dry Creek Road (4J02); (4) a 40 mph on Bear Mountain Road (5H04) from Dry Creek Road (4J02) to Silverthorn Road (5J050); (5) a 55 mph on Canyon Road (2G09) from Happy Valley Road (2G02) to Redding city limits; (6) a 55 mph on Cloverdale Road (2G05) from Oak Street (2G08) to Clover Lane (2F020); (7) a 45 mph on Cloverdale Road (2G05) from Clover Lane (2F020) to Clear Creek Road (1C01B); (8) a 45 mph on Cloverdale Road (2G05) from Clear Creek Road (1C01B) to Placer Road (3F01); (9) a 45 mph on Dry Creek Road (4J02) from SH299 to 1 mile north; a 45 mph on First Street (1H05) from Charles Street (1H06) to Main Street (1H03); (10) a 40 mph on Fourth Street (1H01A) from Main Street (1H03) to Balls Ferry Road (1H02E); (11) a 50 mph on Happy Valley Road (2G02) from Canyon Road (2G09) to Newcastle Drive; (12) a 40 mph on Happy Valley Road (2G02) from Newcastle Drive to Olinda Road (2G01); (13) a 55 mph on Happy Valley Road (2G02) from Olinda Road (2G01) to Coyote Lane (2G012); (14) a 50 mph on Main Street (1H03) from Interstate 5 to 800 feet north of Fourth Street (1H01A); (15) a 30 mph on Main Street (1H03) from 800 feet north of Fourth Street (1H01A) to Fourth Street (1H01); (16) a 30 mph on Main Street (1H03) from Fourth Street (1H01) to 800 feet south of Front Street 1H02A; (17) a 40 mph on Main Street (1H03) from Shasta/Tehama county line to 800 feet south of Front Street (1H02A); (18) a 50 mph on Old Oregon Trail (3H02) from Redding city limit to Old Alturas Road (4H04); (19) a 55 mph on Old Oregon Trail (3H02) from Shasta College Drive to Oasis Road (4F03A); (20) a 55 mph on Placer Road (3F01) from Redding city limit to Simmons Road (3G008); (21) a 55 mph on Rhonda Road (1H08) from Anderson city limit to 0.6 miles south of Anderson city limit; and (22) a 45 mph on Rhonda Road (1H08) from 0.6 miles south of Anderson city limits to Castlewood Drive. (Clerk of the Board) (Clerk of the Board)

(See Speed Restriction Zone Ordinance Book)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Glenn County in an amount not to exceed $235,443 to provide Child Welfare Services/Case Management System training for the period July 1, 2017 through June 30, 2020. (Health and Human Services Agency-Children’s Services)
November 7, 2017

Approved and authorized the Chairman to sign a renewal agreement with Wright Education Services, A Licensed Clinical Social Worker Corporation, in an amount not to exceed $120,000 to provide the evidence based parenting education program known as the Positive Parenting Program for the period date of signing through June 30, 2019. (Health and Human Services Agency-Children’s Services)

Took the following actions: Approved and authorized the Chairman to sign an amendment, effective September 30, 2017, to the Memorandum of Understanding (MOU) with the California Department of Social Services with no compensation to access The Work Number® online employment verifications services through the TALX Corporation to remove the end date and make the MOU evergreen; and approved and authorized the Health and Human Service Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, for a five-year period that do not result in a substantial or functional change to the original intent of the MOU as long as they otherwise comply with Administrative Policy 6-101, Shasta County Contracts Manual. (Health and Human Services Agency-Regional Services)

Took the following actions: For the District Attorney’s Crime Victims’ Assistance Center (Program), adopted Resolution No. 2017-100 which approves and authorizes the Shasta County District Attorney to: continue to serve as the agent for County of Shasta for the Program; sign award agreements with the California Governor’s Office of Emergency Services (Cal OES); and execute and submit future Program-related documents (including retroactive) including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Program for the period July 1, 2017 through June 30, 2020; and approved a budget amendment increasing appropriations by $67,699 and increasing revenue by $87,858 in the Victim Witness Assistance budget to recognize Cal OES revenue for the Program, recognize 2011 Realignment AB 109 revenue, and adjust appropriations to more closely align with actual expenses. (District Attorney)

(Approved and authorized the Chairman to sign an amendment, effective September 30, 2017, to the Memorandum of Understanding (MOU) with the California Department of Social Services with no compensation to access The Work Number® online employment verifications services through the TALX Corporation to remove the end date and make the MOU evergreen; and approved and authorized the Health and Human Service Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, for a five-year period that do not result in a substantial or functional change to the original intent of the MOU as long as they otherwise comply with Administrative Policy 6-101, Shasta County Contracts Manual. (Health and Human Services Agency-Regional Services)

Took the following actions: For the District Attorney’s Crime Victims’ Assistance Center (Program), adopted Resolution No. 2017-100 which approves and authorizes the Shasta County District Attorney to: continue to serve as the agent for County of Shasta for the Program; sign award agreements with the California Governor’s Office of Emergency Services (Cal OES); and execute and submit future Program-related documents (including retroactive) including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Program for the period July 1, 2017 through June 30, 2020; and approved a budget amendment increasing appropriations by $67,699 and increasing revenue by $87,858 in the Victim Witness Assistance budget to recognize Cal OES revenue for the Program, recognize 2011 Realignment AB 109 revenue, and adjust appropriations to more closely align with actual expenses. (District Attorney)

(See Resolution Book No. 59)

Approved and authorized the Chairman to sign an agreement with Western Shasta Resource Conservation District in the amount of $65,250 to provide Firewise Communities
Program activities for the period effective date of signing through September 30, 2018, with two automatic one-year renewals. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Shasta County Health and Human Services Agency Office Remodel 4222 Shasta Dam Boulevard Project,” Contract No. 610445, and record it within 15 days of actual completion of the work. (Public Works)

Awarded to the low bidder, Whitehawk Construction, on a lump sum basis, the contract for the “Corporation Yard Wash Rack Improvement Project,” Contract No. 706787, in the amount of $92,000. (Public Works)

Took the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: Adopted Resolution No. 2017-102, which authorizes the Public Works Director to submit funding applications to the California State Water Resources Control Board and to execute any resulting funding agreements and that finds the funding application and any subsequent funding agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15262, 15306, and 15261(b)(3) related to potential water supply improvements for CSA No. 2-Sugarloaf Water; and authorized the fund to be in a negative cash position for short periods while awaiting reimbursement from the State during the project. (Public Works)

(See Resolution Book No. 59)

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, approved and authorized the Chairman to sign an amendment to the agreement with PACE Engineering, Inc. to increase compensation by $45,000, for a new total not to exceed $128,900, and retain the term July 18, 2017 through July 17, 2020, to provide additional environmental studies for the leak detection and meter replacement project. (Public Works)

Approved a budget amendment increasing appropriations and revenue by $22,250 in each of the following budgets: Building Division; Planning Division; and Environmental Health Division for the remaining TRAKiT software purchase. (Resource Management)

**ACTION ON ITEMS PULLED FROM CONSENT CALENDAR**

**PURCHASE: 18 VEHICLES**  
Lithia Toyota of Redding and Crown Motors of Redding

In response to questions by Supervisor Moty, Director of Public Works Pat Minturn said electric vehicles have not yet been considered in the purchasing of vehicles for county use.
Supervisor Moty directed staff to consider hybrid and electric vehicles in future vehicle purchases.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Approved and authorized the Health and Human Services Agency to purchase a total of 18 vehicles, in an amount not to exceed $393,854.02 (including all taxes and fees); approved and authorized County Purchasing to award the bid from Request for Bid (RFB) No. 18-05 for the purchase of 12 sedans to Lithia Toyota of Redding, California for a total purchase price of $245,566.00 (including all taxes and fees); and approved and authorized County Purchasing to award the bid from RFB No. 18-07 for the purchase of 6 vans to Crown Motors of Redding, California for a total purchase price of $148,288.02 (including all taxes and fees). (Health and Human Services Agency-Business Support Services)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS

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

By consensus, the Board of Supervisors directed staff to prepare a presentation on Senate Bill 54, De Leon. Law enforcement: sharing data.

Supervisor Morgan recently attended Youth Violence Prevention Coordinating Council, Northern Rural Training and Employment Consortium Governing Board (NoRTEC), and Mental Health alcohol and Drug Advisory Board meetings.

Supervisor Baugh received a request from Congressman Doug LaMalfa (CA 1st District), regarding supporting priorities for the Forest Service management of forests.

In response to questions by Supervisor Kehoe, County Counsel Rubin Cruse advised since an item regarding forest management practices was not agendized, a Board consensus or action could not be taken; however, each Board member could individually provide information to CEO Larry Lees who could send a letter to Congressman LaMalfa reflecting the position of Shasta County.

In response to questions by Supervisor Rickert, Counsel Cruse advised Board members can write individual letters to Congressman LaMalfa.
Supervisor Moty recently attended a California State Association of Counties Executive meeting.

At the recommendation of Supervisor Moty, and by consensus, the Board of Supervisors directed staff to prepare an item for consideration at a later date regarding elected officials paying the same health insurance premiums as county employees.

Supervisor Rickert attended a Mental Health Alcohol and Drug Advisory Board meeting.

Supervisors reported on issues of countywide interest.

**TREASURER-TAX COLLECTOR/PUBLIC ADMINISTRATOR**

**SEALED BID TAX AUCTION: FEBRUARY 21, 2018**
**PUBLIC TAX AUCTION: FEBRUARY 23, 2018**
**TAX DEFAULTED PROPERTIES**

At the recommendation of Treasurer-Tax Collector/Public Administrator Lori Scott, by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Tax Collector to sell three tax-defaulted properties in a sealed bid tax auction on February 21, 2018 and up to 80 tax-defaulted properties during a public tax auction February 23, 2018 to the highest bidder, noting that any unsold sealed bid parcels will be included in the public tax auction, and any unsold parcels may be re-offered at a reduced minimum price the same day of the public auction or up to 90 days after the public auction. (Treasurer-Tax Collector/Public Administrator)

**HEALTH AND HUMAN SERVICES**

**HOUSING AND COMMUNITY ACTION PROGRAMS**

**RESOLUTION NO. 2017-103**
**SHASTA LAKE VETERANS VILLAGE HOUSING PROJECT**

Veteran’s Resource Centers of America and Veteran’s Housing Development Corporation CEO Peter Cameron gave a presentation on the Shasta Lake Veteran Village housing project.
In response to questions by supervisor Rickert, Trent Campbell advised the item to be considered is predevelopment funding and reported on additional funding sources, plans and permits that are in place to begin construction in March 2018.

At the recommendation of Housing Director Dr. Richard Kuhns, and by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors took the following actions regarding the Shasta Lake Veterans Village housing project: Adopted Resolution No. 2017-103 that finds the project is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines sections 15192 and 15194 (Affordable Housing Exemption) and the proposed project is not subject to any applicable exception, including the “unusual circumstances exception, and finds that approval of a deferred payment loan of $248,000 to the Veterans Housing Development Corporation (VHDC) is needed to carry out the project and programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of Shasta County and serves purposes that will benefit the City of Shasta Lake; approved and authorized the Auditor-Controller to deposit the loan amount of $248,000 into an approved escrow account set up by Veterans Housing Development Corporation for the purpose of predevelopment expenses; approved and authorized the Chairman to sign a Loan Agreement and Promissory Note with Veterans Housing Development Corporation in the amount of $248,000 for the period date of signing through the end of the Maturity Date; and approved and authorized the Deed of Trust for Shasta Lake City Housing Authority. (Housing and Community Action Programs)

(See Resolution Book No. 59)

PUBLIC WORKS

INTRODUCTION OF AN ORDINANCE
REPEAL ORDINANCE NO. 730
COUNTY SERVICE AREA NO.3-CASTELLA WATER

At the recommendation of Public Works Director Pat Minturn, and by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Area (CSA) No. 3-Castella Water: Introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 730 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 3-Castella Water, operative November 1, 2017; and directed the Public Works Director to stay shutoff of water service for accounts that are in arrears on penalty payments.
INTRODUCTION OF AN ORDINANCE
REPEAL ORDINANCE NO. 719
COUNTY SERVICE AREA NO. 6-JONES VALLEY WATER

In response to questions by Supervisor Baugh, County Counsel Rubin Cruse advised a resolution would need to be brought to the board should the Board reinstate the County Service Area (CSA) No. 6-Jones Valley Water Community Advisory Board (CAB).

CEO Larry Lees clarified the direction to staff was to not reinstate the CSA No. 6-Jones Valley Water CAB until a quorum could be established.

In response to questions by Supervisor Moty, Mr. Minturn stated the CAB voting will occur in December 2017 and will be back before the Board for consideration in January 2018.

At the recommendation of Public Works Director Pat Minturn, and by motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors took the following actions on behalf of CSA No. 6-Jones Valley Water: Introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 719 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in CSA No. 6-Jones Valley Water, operative November 1, 2017; directed the Public Works Director to stay shutoff of water service for accounts that are in arrears on penalty payments; and directed staff regarding the re-establishment of the CAB pursuant to Board Resolution No. 84-6 and CSA No. 6-Jones Valley Water bylaws.

CLOSED SESSION ANNOUNCEMENT

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

Confer with legal counsel to discuss existing litigation entitled John P. Fruits v. Shasta County Sheriff, et al, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1).

11:38 a.m.: The Board of Supervisors recessed to Closed Session.

11:42 a.m.: The Board of Supervisors recessed from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.
REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing litigation; reportable was action was taken:

In the matter of John P. Fruits v. Shasta County Sheriff’s Department, et al. a case involving the alleged violation of constitutional rights arising out of incidents in the jail, the Board, by a 4-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel’s Office to assign the defense in this case to Gary Brickwood, Esq.

Supervisor Baugh was not present for the closed session.

11:44 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By

Deputy
SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, November 14, 2017

REGULAR MEETING

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

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

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Administrative Board Clerk - Courtney Mathews
Administrative Board Clerk - Candice Marlar
County Executive Officer Executive Assistant - Jenn Duval

INVOCATION

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

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the Flag was led by Supervisor Rickert; the Colors were presented by Big Valley High School’s Big Valley Cardinal Color Guard.
REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION
NORTH STATE GIVING TUESDAY NOVEMBER 28, 2017

Adopted a proclamation which designates November 28, 2017 as "North State Giving Tuesday" in Shasta County (Supervisor Kehoe). Giving Foundation CEO Carrie Cransi was present to accept the proclamation.

PRESENTATIONS

CERTIFICATE OF RECOGNITION: 18 YEARS OF SERVICE TO SHASTA COUNTY CHIEF FISCAL OFFICER CHRISTINE E. ORR

Presented a certificate of recognition to Department of Support Services Chief Fiscal Officer Christine E. Orr on the occasion of her retirement after more than 18 years of service to Shasta County.

PRESENTATION: SHASTA PUBLIC LIBRARY SYSTEM

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

In response to questions by Supervisor Rickert, Ms. Tracy reported on a video series filmed at the Redding Library to help people with mental illness.

PUBLIC COMMENT PERIOD - OPEN TIME

Peter Scales and Roy Vincent spoke regarding concerns with County Service Area No. 6-Jones Valley Water.

In response to questions by Supervisor Baugh, Mr. Vincent stated it is legally impossible for County Service Area No. 6-Jones Valley to be insolvent due to it being under the general county sphere of influence.
Russ Wade spoke regarding concerns of carbon generating activities, reducing greenhouse emissions, and oil recycling.

Resource Management Director Rick Simon provided project updates for Agritourism and Short Term Rentals Ordinance.

**ITEMS PULLED FROM CONSENT CALENDAR**

Chairman Kehoe noted that the item regarding a revenue agreement with The McConnell Foundation had been pulled for discussion and the Closed Session item pulled for consideration at a later date.

**CONSENT CALENDAR**

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

Approved and authorized the Chairman to sign the County claims list in the amount of $7,000, as submitted. (Auditor-Controller)

Took the following actions regarding the Shasta Children and Families Commission, also known as First 5 Shasta: Appointed Dianna Wagner as the Health and Human Services Agency Director's designee to a three-year term to expire January 2021; and reappointed Dr. Andrew Deckert to a three-year term to expire January 2021. (Clerk of the Board)

As introduced on November 7, 2017, enacted Ordinance No. 733 of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 730 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 3-Castella Water, operative November 1, 2017. (Clerk of the Board)

(See General Ordinance Book)

As introduced on November 7, 2017, enacted Ordinance No. 734 of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 719 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 6-Jones Valley Water, operative November 1, 2017. (Clerk of the Board)

(See General Ordinance Book)
Adopted Salary Resolution No. 1517, effective December 24, 2017, which amends Shasta County’s Salary Schedule increasing the salary range to five percent above the 2018 California minimum wage ($11.00) for various job classifications. (Support Services-Personnel) (See Salary Resolution Book)

Took the following actions: Awarded the purchase of 13 monitor arms and 24 computer holders in the total amount of $4,470.12 (including tax, delivery, and installation) to Caliber Office Furniture, LLC (Caliber) under the Humanscale California Multiple Award Schedule Contract Number (CMAS) Contract #4-1371-0095B; awarded the purchase of 24 cubicle workstations and 12 cubicle systems in the total amount of $43,071.05 (including tax, delivery, and installation) to Caliber under, the Affordable Interior Systems, Inc. CMAS Contract #4-16-710150A; awarded the associated installation services to Caliber, in the amount of $9,570.00; and approved and authorized the Health and Human Services Agency to purchase 24 cubicle workstations, 13 monitor arms, 24 computer holders, and 12 cubicle systems in an amount not to exceed $57,111.17 including all taxes and fees. (Health and Human Services Agency-Business and Support Services)

Relieved the Health and Human Services Agency Director of accountability for capital assets no longer present in the Health and Human Services Agency’s inventory. (Health and Human Services Agency-Business and Support Services)

Approved and authorized the Chairman to sign a renewal agreement with Family Dynamics Resource Center in an amount not to exceed $80,000 to provide evidence based parenting education program known as the Positive Parenting Program for the period date of signing through June 30, 2019. (Health and Human Services Agency-Children’s Services)

Approved and authorized the Chairman to sign an agreement with Shasta County Office of Education in an amount not to exceed $183,688 to provide evidence based parenting education program known as the Positive Parenting Program for the period date of signing through June 30, 2019. (Health and Human Services Agency-Children’s Services)

Approved and authorized the Health and Human Services Agency Director to sign: Retroactive renewal agreement, No. 17-94556, with the California Department of Health Care Services at no compensation to establish performance criteria for Shasta County in the provision of mental health services and to allow access to certain federal and state resources and local realignment funds to support mental health care delivery for the period July 1, 2017 through June 30, 2018; the Contractor Certification Clauses Form CCC-307; and amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and that otherwise comply with Shasta County Administrative Policy 6-101, Shasta County Contracts Manual. (Health and Human Services Agency-Office of the Director)
Approved and authorized the Public Health Officer to execute annual recertification agreements with the California Department of Public Health, California Vaccines for Children Program, with no compensation, to receive and distribute publicly funded vaccines for the period January 1, 2018 through December 31, 2027, provided County Counsel has reviewed and approved each annual agreement as to form. (Health and Human Services Agency-Public Health)

Approved and authorized the Chairman to sign an amendment to the agreement with Technical Resource Management, LLC dba Cordant Forensic Solutions, to update the legal name of the consultant and contact information, and to increase the maximum compensation not to exceed from $65,000 to $110,000 to provide additional alcohol and drug testing services, retaining the term July 1, 2015 through June 30, 2016, with two optional one-year renewals. (Health and Human Services Agency-Public Health)

Approved and authorized the Chairman to ratify the signature of the County Executive Officer on the agreement with Shasta Women’s Refuge, Inc. in an amount not to exceed $36,000 to provide a domestic violence program for the period July 1, 2017 through June 30, 2018. (Housing and Community Action Programs)

Took the following actions for Assessor's Parcel Number 057-520-015-000 (Anderson area): Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15316 Guidelines, Class 16 Transfer of Ownership of Land in Order to Create Parks and Section 15325 Guidelines, Class 25-Transfers of Ownership of Interest In Land to Preserve Existing Natural Conditions and Historical Resources; approved and authorized the Chairman to sign a Real Property Purchase Agreement with Thomas R. Semingson and Judy Semingson in the amount of $301,345.51; accepted the Grant Deed for the property; approved a budget amendment increasing appropriations and revenue by $301,346 in the Land, Buildings and Improvement budget; and approved a budget amendment increasing appropriations by $301,346 in the Accumulated Capital Outlay budget. (Public Works)

Approved and authorized the Chairman to sign an agreement with Dokken Engineering in an amount not to exceed $482,000 to provide engineering and geotechnical services for “2017 Storm Damage Projects,” Contract No. 706775, for the period effective date of signing through December 31, 2021. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Mental Health Basement Remodel Project,” Contract No. 610446, and record it within 15 days of actual completion of the work. (Public Works)

Took the following actions: Authorized the County Purchasing Agent to purchase a portable chemical spectrometer in an amount not to exceed $75,122; and waived the competitive procurement requirements of Administrative Policy 6-101, Shasta County Contracts Manual and Shasta County Code section 3.04.020(A), "Competitive Procurement," due to sole source availability and use of United States General Services Administration competitively assessed
pricing for the purchase of the portable chemical spectrometer. (County Service Area No. 1-County Fire)

**ACTION ON ITEMS PULLED FROM CONSENT CALENDAR**

**THE MCCONNELL FOUNDATION AGREEMENT**
**HEALTHY SHASTA COLLABORATIVE**

Public Health Deputy Branch Director Brandy Isola reported on Healthy Shasta Collaborative.

In response to questions by Supervisor Kehoe, Ms. Isola reported the agreement is an ongoing contribution of The McConnell Foundation, given annually for the past decade, totaling approximately $1 million.

By motion made, seconded (Baugh/Moty), and unanimously carried, the Board of Supervisors took the following actions: Approved and authorized the Chairman to sign a revenue agreement with The McConnell Foundation in an amount not to exceed $80,000 to help fund the Healthy Shasta Collaborative, which promotes policies and environments that encourage healthy and active living, for the period date of signing through December 31, 2019; and approved and authorized the Health and Human Services Agency (HHSA) Director or any HHSA Branch Director to sign prospective and retroactive amendments and other documents related to the agreement that result in a net change not to exceed $16,000, and other, non-monetary amendments as necessary, in compliance with Administrative Policy 6-101, Shasta County Contracts Manual. (Health and Human Services Agency-Public Health)

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS**

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

Supervisor Morgan recently attended a Public Health Advisory Board meeting.
Supervisors reported on issues of countywide interest.

**RESOURCE MANAGEMENT**

**INTRODUCTION OF ORDINANCE**
**AMENDING SECTION 8.28.060 OF THE SHASTA COUNTY CODE**

At the recommendation by Director of Resource Management Rick Simon, and by motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of Shasta Amending Section 8.28.060 of the Shasta County Code Concerning Nuisances. (Resource Management)

**INTRODUCTION OF ORDINANCE**
**AMENDING SECTION 1.12.0303 AND 1.12.050 OF THE SHASTA COUNTY CODE**

At the recommendation of Director of Resource Management Rick Simon, and by motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of Shasta Amending Subsection (B) of Section 1.12.030 and Subdivision (6) of Subdivision (B) of Section 1.12.050 the Shasta County Code Concerning Administrative Enforcement. (Resource Management)

**INTRODUCTION OF ORDINANCE**
**ADDING SECTION 1.12.055 OF THE SHASTA COUNTY CODE**

In response to question by Supervisor Moty, Director of Resource Management Rick Simon stated he would bring a report back to the Board after 12 months of implementation.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of Shasta Adding Section 1.12.055 to the Shasta County Code Concerning Administrative Enforcement. (Resource Management)
ORDINANCE NO. SCC 2017-07
COMMERCIAL CANNABIS ACTIVITY

This was the time set aside to conduct a public hearing to consider Zone Amendment No. Z17-005, an ordinance amending the Shasta County Code to prohibit commercial cannabis activity, delivery of cannabis to customers, and temporary events involving onsite sale or consumption of cannabis. Resource Management Director Rick Simon presented a staff report and recommended approval. The Notice of Hearing and the Notice of Publication are on file with Clerk of the Board.

In response to questions by Supervisor Morgan, Mr. Simon stated the zoning permit requirement for personal marijuana cultivation still applies, a separate ordinance would need to be considered regarding adult personal use, and the current ban on outdoor marijuana cultivation is still in effect.

In response to questions by Supervisor Morgan, Mr. Simon stated the legislative findings are not all associated with illegal marijuana growing operations.

In response to questions by Supervisor Morgan, Mr. Simon stated banning marijuana cultivation is consistent with Board policies.

In response to questions by Supervisor Morgan, Mr. Simon spoke regarding how other jurisdictions are addressing commercial marijuana use.

In response to questions by Supervisor Moty, Mr. Simon clarified the ordinance is governing commercial use, and personal use will be addressed and considered at a future date.

The Public Hearing was opened.

Scott Halsey spoke regarding concerns of marijuana use.

Sheriff Tom Bosenko, Peter Scales, Tom Hildebrandt and Joe Lavasick spoke in favor of the proposed ordinance.

Stacy Lindie spoke in opposition of the ordinance.
The Public Hearing was closed.

In response to questions by Supervisor Kehoe, Mr. Simon confirmed that this ordinance regulates commercial growth and use of marijuana.

In response to questions by Supervisor Morgan, Mr. Simon advised an additional ordinance would be brought at a later date regulating personal use.

Supervisor Kehoe called for a role call vote as follows:

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

By motion made, seconded (Moty/Baugh), and carried, the Board of Supervisors took the following actions: found Ordinance No. SCC 2017-07 is categorically exempt from the California Environmental Quality Act (CEQA) for the reasons stated in Planning Commission Resolution No. 2017-040; found Ordinance No. SCC 2017-07 is consistent with the County General Plan; and introduced, waived the reading of, and enacted Ordinance No. SCC 2017-07 of the Board of Supervisors of the County of Shasta Regulating Commercial Cannabis Activity, Amending Shasta County Code Title 17, “Zoning Plan,” By Repealing Section 17.88.315, “Medical Cannabis Delivery,” And Adding Section 17.88.325, “Commercial Cannabis Activity.” (Resource Management Planning Division)

10:41 a.m.: The Board of Supervisors recessed.

11:00 a.m.: The Board of Supervisors reconvened.

**CLERK OF THE BOARD**

This was the time set to conduct public hearings to consider appeals of water bill penalties for County Service Area No. 6-Jones Valley Water. The Notices of Hearings are on file with the Clerk of the Board.

County Executive Officer Larry Lees advised that documents related to hearings have been received and entered into the record.

Joseph Hlavacik spoke regarding water use fines and requested information be made online or to receive a copy.
In response to questions raised by Mr. Hlavacik, Director of Public Works Pat Minturn, said fines are tracked in the financial statement, are tallied on quarterly basis, and are available.

In response to questions by Supervisor Moty, County Counsel Rubin Cruse advised penalty fines for County Service Area No. 6-Jones Valley Water are to be used for water conservation for CSA No.6-Jones Valley Water, as directed by the Board at a future meeting.

**WATER BILL PENALTY**  
**ASSESSOR’S PARCEL NUMBER 304-310-002 (MCLAUGHLIN)**

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-310-002 (Mclaughlin).

The public hearing was opened.

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

Mr. and Mrs. Mclaughlin presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-310-002.

Mr. Minturn advised a variance was approved for 900 gallons per day, which was exceeded.

The public hearing was closed.

In response to questions by Supervisor Baugh, Mr. Minturn advised the additional water use was approximately 100,000 gallons over the allocated amount.

County Counsel Rubin Cruse clarified the issue before the Board is whether a violation of the ordinance has been proven and whether they would impose the penalty or not impose the penalty.

By motion made, seconded (Moty/Baugh), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-310-002 (Mclaughlin).
November 14, 2017

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-160-020 (BLACKMAN)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-160-020 (Blackman).

The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; Blackman was not present; no one spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Baugh/Moty), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-160-020 (Blackman).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-320-010 (BOOTH)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-320-010 (Booth).

The public hearing was opened.

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

Mr. and Mrs. Booth presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-320-010. Mr. Booth advised he conducted leak checks and that running a swamp cooler during extreme temperatures caused the over use.

In response to questions by Supervisor Moty, Mr. Booth stated he did not apply for a variance because he did not know of the option to apply.

The public hearing was closed.

County Counsel Rubin Cruse clarified the motion was not to impose the penalty.

By motion made, seconded (Moty/Baugh), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-320-010 (Booth).
WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 305-030-011 (BOYD)

This was the time set to conduct a public hearing to consider an appeal of a $1,000 water bill penalty for Assessor’s Parcel Number 305-030-011 (Boyd).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty. Mr. Minturn presented that the following had occurred: (1) The residential user had actual knowledge of the requirements found to be violated, (2) The conduct was intentional, and (3) the amount of water involved was substantial in that it was an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of Ordinance No. 719.

Mr. Boyd presented information related to imposing a water bill penalty for Assessor’s Parcel Number 305-030-011.

In response to questions raised by Mr. Boyd, County Counsel Rubin Cruse advised three minutes had been allotted for the person subjected to the penalty to present information and two minutes for follow-up response, and that should the individual wish to use all five minutes allotted for their presentation, with no follow-up response, they can do so.

In response to questions by Supervisor Baugh, Mr. Minturn advised no application for a variance was received.

In response to questions by Supervisor Baugh, Supervisor Moty advised Congressman LaMalfa had not been in attendance at a Shasta County Board of Supervisors meeting.

In response to questions by Supervisor Moty, Mr. Minturn confirmed water was purchased to help Community Service Areas.

The public hearing was closed.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $1,000 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 305-030-011 (Boyd).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 305-040-015 (BRADLYN)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 305-040-015 (Bradlyn).
The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty. Mr. Minturn advised a variance request was submitted and denied.

Mr. Bradlyn presented information related to imposing a water bill penalty for Assessor’s Parcel Number 305-040-015.

In response to questions raised by Mr. Bradlyn, Supervisor Kehoe clarified Board motions and actions to impose or not impose fines.

Peter Scales spoke regarding County Service Area (CSA) No. 6-Jones Valley Water.

In response to questions raised by Mr. Bradlyn, Mr. Minturn advised the CSA No. 6-Jones Valley Water is insolvent, no medical conditions were raised in application for a variance, and the daily use was 644 gallons per day, more than twice the allocated amount allowed.

In response to questions by Supervisor Moty, Mr. Minturn confirmed Ordinance No. 719 has been rescinded.

In response to questions raised by Mr. Bradlyn, Supervisor Moty clarified rates and operational costs of CSA No. 6-Jones Valley Water.

In response to questions raised by Mr. Bradlyn, Supervisor Baugh clarified the role of the Board of Supervisors to impose law.

The public hearing was closed.

County Counsel Rubin Cruse clarified the motion was to impose the penalty.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 305-040-015 (Bradlyn).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-320-008 (BUCHANAN)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-320-008 (Buchanan).

The public hearing was opened.
Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Mr. and Mrs. Buchanan presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-320-008.

Joseph Hlavacik spoke regarding County Service Area (CSA) No. 6-Jones Valley Water water loss.

In response to Supervisor Moty, County Counsel Rubin Curse advised Ordinance No. 719 is not illegal.

In response to Supervisor Moty, Mr. Minturn advised a leak detection study has been completed which suggested meters were running slow.

In response to Supervisor Baugh, Mr. Minturn advised a medical variance was not requested.

In response to questions by Supervisor Morgan, Mr. Minturn stated the variance form could be revised to add a request for more medical information if a medical condition is stated as the reason for the variance request.

In response to questions by Supervisor Kehoe, Counsel Cruse advised the variance request from Mrs. Buchanan could be amended.

In response to questions by Supervisor Kehoe, Mrs. Buchanan advised a medical variance is required as Mr. Buchanan has had kidney cancer, is a disabled veteran and they need to run the swamp cooler to regulate temperature.

Mr. Minturn advised had a variance been approved, the allotted amount would have been 325 gallons per day, and the daily use was 263 gallons per day.

The public hearing was closed.

Supervisor Moty motioned, Supervisor Baugh seconded, to impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-320-008 (Buchanan).

Failing to receive a simple majority, the motion failed.

County Executive Officer (CEO) Larry Lees advised since the motion failed, another motion would need to be made to not impose the civil penalty.
By motion made, seconded (Rickert/Morgan) and carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-320-008 (Buchanan).

CEO Lees recommended the Mclaughlin’s be permitted an additional two minutes to present to receive the allotted five minutes to speak.

Counsel Rubin Cruse advised the Board could reconsider their decision after receiving additional information.

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-310-002 (MCLAUGHLIN)
REOPENED HEARING

The public hearing was reopened to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-310-002 (Mclaughlin).

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

Mrs. Mclaughlin presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-310-002.

The public hearing was closed.

In response to questions by Supervisor Kehoe, County Counsel Rubin Cruse clarified the Board’s option to reconsider or affirm the decision to impose the civil penalty.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors reaffirmed its prior action to impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-310-002 (Mclaughlin).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-140-010 (CALLAHAN/NYBERG)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-140-010 (Callahan/Nyberg).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.
Callahan/Nyberg was not present.

Roy Vincent spoke regarding concerns for meters in County Service Area No. 6-Jones Valley Water.

The public hearing was closed.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-140-010 (Callahan/Nyberg).

12:32 p.m.: The Board of Supervisors recessed.

1:02 p.m.: The Board of Supervisors reconvened.

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-160-018 (COUCH)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-160-018 (Couch).

The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; Couch was not present; no one spoke for or against the matter; and the public hearing was closed.

In response to questions by Supervisor Moty, Mr. Minturn advised they have no knowledge of a water leak and water use was consistent with previous July/August billing.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-160-018 (Couch).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-130-007 (DANIEL)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-130-007 (Daniel). Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

The public hearing was opened.
Mr. Daniel presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-130-007 (Daniel).

In response to questions by Supervisor Moty, Mr. Daniel advised he found two water leaks.

In response to questions by Supervisor Kehoe, Mr. Minturn advised no cessation of service would occur, penalties would apply and outstanding balances would be added to property tax bills, unless the Board modifies the payable amount.

In response to questions by Supervisor Rickert, Mr. Minturn advised late penalty payments would apply if payments were made in increments.

In response to questions by Supervisor Baugh, Mr. Minturn advised usage was 409 gallons per day.

In response to questions by Supervisor Moty, Mr. Minturn advised the late penalty, for past due amounts is $25 and applied bi-monthly.

The public hearing was closed.

In response to questions by Supervisor Baugh, County Counsel Rubin Cruse said the amount of the civil penalty could not be changed.

By motion made, seconded (Baugh/Moty), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-130-007 (Daniel).

WATER BILL PENALTY
ASSESOR’S PARCEL NUMBER 304-090-012 (FREEMAN)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-090-012 (Freeman).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty. Mr. Minturn advised a variance request was granted for 625 gallons per day and usage was 784 gallons per day.

Freeman was not present; communication from Ms. Freeman was received and entered into the record.
The public hearing was closed.

In response to questions by Supervisor Baugh, CEO Larry Lees advised notices were sent via certified mail November 7, 2017 and phone calls were made, messages left and if no response, second calls were made.

In response to questions by Supervisor Baugh, Mr. Minturn advised the variance was granted for seven people and medical reasons.

By motion made, seconded (Moty/Baugh), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-090-012 (Freeman).

WATER BILL PENALTY  
ASSESSOR’S PARCEL NUMBER 304-130-027 (GANT)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-130-027 (Gant).

The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; Gant was not present; no one spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-130-027 (Gant).

WATER BILL PENALTY  
ASSESSOR’S PARCEL NUMBER 304-260-003 (GARCIA)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-260-003 (Garcia).

The public hearing was opened.

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

Garcia was not present.
Ed Larmour spoke regarding water needs for Assessor’s Parcel Number 304-260-003 (Garcia) and requested fine not be imposed.

Mr. Minturn advised water use was approximately 1800 gallons per day.

The public hearing was closed.

In response to questions by Supervisor Kehoe, Mr. Minturn advised there was two months from the date of enactment of Ordinance No. 719 and the imposing of water use penalties.

In response to questions by Supervisor Moty, CEO Lees confirmed there are legal parameters and time frames related to Board actions.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-260-003 (Garcia).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-080-026 (JEFFRES)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-080-026 (Jeffres).

The public hearing was opened.

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

Mr. Jeffres presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-080-026.

In response to questions by Supervisor Kehoe, Mr. Jeffres claimed theft of water after checking meter and conducting pressure checks, has been occurring for a number of years.

The public hearing was closed.

By motion made, seconded (Moty/Morgan), and carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-080-026 (Jeffres).
November 14, 2017

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-280-006 (LARMOUR)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-280-006 (Larmour).

The public hearing was opened.

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

Mr. Larmour presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-280-006.

The public hearing was closed.

In response to questions by Supervisor Rickert, Mr. Larmour said some people used wells and hauled water to care for properties.

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-280-006 (Larmour).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 305-030-005 (LOCKETT)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 305-030-005 (Lockett).

The public hearing was opened.

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

Mr. Lockett presented information related to imposing a water bill penalty for Assessor’s Parcel Number 305-030-005.

In response to questions by Supervisor Kehoe, Mr. Lockett clarified the location of the meter.

In response to questions by Supervisors Morgan and Rickert, Mr. Lockett described the location and discovery of the leak.
In response to questions by Supervisor Rickert, Mr. Minturn described the meter reading process with digital meters, the back flow prevention device, and billing.

In response to questions by Supervisor Kehoe, Mr. Minturn confirmed water use, resulting from leaks is the responsibility of the home owner.

2:12 p.m.: The Board of Supervisors recessed to allow Mr. Minturn to contact staff.

2:20 p.m.: The Board of Supervisors reconvened.

In response to questions by the Board, Mr. Minturn clarified billing and notification of leak, and stated Mr. Lockett has not yet been billed for the water penalty or backflow prevention testing.

The public hearing was closed.

By motion made, seconded (Moty/Baugh), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 305-030-005 (Lockett).

**WATER BILL PENALTY**
**ASSESSOR’S PARCEL NUMBER 304-070-007 (MARX)**

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-070-007 (Marx).

The public hearing was opened.

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

CEO Larry Lees advised there was a request to reschedule the hearing for a future date.

No one else spoke for or against the matter; the public hearing was closed; and the Board of Supervisors continued the hearing concerning a water bill penalty for Assessor’s Parcel Number 304-070-007 (Marx) to a later date to be determined.
WATER BILL PENALTY
ASSESOR’S PARCEL NUMBER 304-100-020 (MCKENDRY)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-100-020 (McKendry).

The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; McKendry was not present; no one else spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Baugh/Moty), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-100-020 (McKendry).

WATER BILL PENALTY
ASSESOR’S PARCEL NUMBER 304-170-030 (MORLEY)

This was the time set to conduct a public hearing to consider an appeal of a $1,000 water bill penalty for Assessor’s Parcel Number 304-170-030 (Morley).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty. Mr. Minturn presented that the following had occurred: (1) The residential user had actual knowledge of the requirements found to be violated, (2) The conduct was intentional, and (3) the amount of water involved was substantial in that it was an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of Ordinance No. 719.

Mr. Morely presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-170-030.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $1,000 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-170-030 (Morley).

WATER BILL PENALTY
ASSESOR’S PARCEL NUMBER 304-080-039 (MORRISON)
November 14, 2017

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-080-039 (Morrison).

The public hearing was opened.

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

Mr. Morrison presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-080-039.

In response to questions by Supervisor Moty, Mr. Morrison, despite conservation efforts, advised water use still exceeded the allotted amount during his last billing cycle.

The public hearing was closed.

In response to questions by Supervisor Moty, Mr. Minturn advised a variance was granted for 300 gallons per day and daily use was 552 gallons.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-080-039 (Morrison).

WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-140-016 (OLKOWSKI)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-140-016 (Olkowski).

The public hearing was opened.

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

Larry Olkowski presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-140-016.

In response to questions by Supervisor Moty, Mr. Olkowski, despite fixing leak, advised water use still exceeded the allotted amount during his last billing cycle.

The public hearing was closed.
By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-140-016 (Olkowski).

**WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-040-009 (PALMER)**

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-040-009 (Palmer).

The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; Palmer was not present; no one else spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-040-009 (Palmer).

**WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-050-011 (SEABOURN)**

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-050-011 (Seabourn).

The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; Seabourn was not present; no one else spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed civil penalty concerning a water bill penalty for Assessor’s Parcel Number 304-050-011 (Seabourn).

In response to questions by Supervisor Moty, regarding the previous item, Mr. Minturn advised water use for Assessor’s Parcel Number 304-040-009 (Palmer), 2015 July/August was 56,000 gallons, 2016 July/August was 46,000, and 2017 July/August was 41,000 gallons.

**WATER BILL PENALTY
ASSESSOR’S PARCEL NUMBER 304-170-013 (SMITH)**

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-170-013 (Smith).
The public hearing was opened; Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty; Smith was not present; no one else spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Baugh/Moty), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the $100 civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-170-013 (Smith).

3:02 p.m.: The Board of Supervisors recessed.

3:05 p.m.: The Board of Supervisors reconvened.

WATER BILL PENALTY
ASSessor’S PARCEL NUMBER 304-100-048 (WILLIAMS)

This was the time set to conduct a public hearing to consider an appeal of a $100 water bill penalty for Assessor’s Parcel Number 304-100-048 (Williams).

The public hearing was opened.

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

Mr. and Mrs. Williams presented information related to imposing a water bill penalty for Assessor’s Parcel Number 304-100-048.

In response to questions by Supervisor Rickert, Mr. Williams confirmed his contractor, while installing a septic system, was responsible for cutting sprinkler lines.

In response to questions by Supervisor Morgan, Mr. Williams advised previous owners and he both had parts of the sprinkler system installed.

The public hearing was closed.

Mr. Minturn advised a variance was approved for 325 gallons, which was left out of the staff report.

In response to questions by Supervisor Baugh, Mr. Minturn confirmed the water use decreased by 30,000 gallons from July/August to September/October.
In response to questions by Supervisor Morgan, Mr. Minturn confirmed water use decreased after leak was repaired.

In response to questions by Supervisor Moty, Mr. Minturn advised water use in 2015 September/October was 27,000 gallons, in 2016 September/October was 100,000 gallons and in 2017 September/October was 20,000 gallons.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor’s Parcel Number 304-100-048 (Williams).

3:19 p.m.: The Board of Supervisors adjourned.

__________________________
Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By__________________________
Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-4.

SUBJECT:
Shasta Public Libraries Citizens Advisory Committee Appointment

DEPARTMENT: Clerk of the Board

Supervisorial District No.: All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
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RECOMMENDATION

Appoint Charla Connelley to the Shasta Public Libraries Citizens Advisory Committee for a four-year term to expire November 30, 2018.

SUMMARY

N/A

DISCUSSION

The purpose of the Shasta Public Libraries Citizens Advisory Committee (Library Advisory Committee) is to advise the Redding Municipal Library Board of Trustees (City of Redding City Council) on matters pertaining to the administration, operation, development, improvement, and maintenance of the Shasta Public Library System.

The Library Advisory Committee consists of five members. Two members shall be appointed by the Shasta County Board of Supervisors, two members shall be appointed by the Redding City Council, and one member shall be appointed by the Shasta Library Foundation or its successor organization. Library Advisory Committee members serve staggered four-year terms. All terms begin on December 1 and end on November 30. Meetings are held on the first Wednesday of every month at 3:30 p.m. at the Redding Library, 1100 Parkview Ave, Community Room, Redding, CA.

The Board of Supervisors of the County of Shasta is seeking a qualified person interested in filling one vacancy on the Library Advisory Committee. In the event a committee vacancy occurs prior to the expiration of its term, the original appointing entity shall make an appointment to fulfill the unexpired term. New members replacing a member who has not completed his/her term will serve for the remainder of that term, and then may be reappointed to a new term, for a maximum of two terms. Members who have served for two terms may be reappointed after a two year lapse in service.

A Notice of Vacancy was posted for a minimum of 10 days pursuant to Government Code section 54974. A copy of the Notice of Vacancy and Affidavit of Posting are on file with the Clerk of the Board. One application was received from Charla...
ALTERNATIVES

The Board could choose not to make this appointment, however, this would cause the Shasta Public Libraries Citizens Advisory Committee to have a vacancy.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation. The County Administrative Office has reviewed the recommendation.

FINANCING

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

ATTACHMENTS:

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<th>Description</th>
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<tr>
<td>Charla Connelley Application</td>
<td>11/15/2017</td>
<td>Charla Connelley Application</td>
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</table>
Shasta Public Libraries Citizens Advisory Committee

Application for Membership - Appointment by Shasta County Board of Supervisors

Please be advised this application will become a public document.

Date: Nov 9, 2017

Name (please print entire name): Charles Shull Connelley

Contact Mailing Address:

Contact Phone Number(s):

Contact email(s):

Please answer the following questions. Feel free to use additional paper as needed.

1. Are you a resident of Shasta County? yes For how long? 12 years

2. What interests you about this Committee? I would like to continue the work of my friend Melanie Kerns

3. Have you attended prior meetings of this Committee? no

4. Have you reviewed past agendas and minutes of this Committee?
   https://reddingcityca.iqm2.com/Citizens/calendar.aspx?From=1%2f1%2f2017&To=12%2f31%2f2017

5. What is your relationship to the Redding, Burney, and/or Anderson Libraries? Secretary and member at large for the Imlay Friends of the Libraries

6. Have you reviewed the policies and procedures of the Library system?
   http://www.shastalibraries.org/policies-637
   yes

7. Please list any other committees or boards you currently sit on. Board member (previously not now), American Association of University women - Fall River Branch

Applicant's Signature:

Charles F. Connelley

Submit applications to:

Clerk of the Board
Shasta County Board of Supervisors
1450 Court Street, Suite 308B
Redding, CA 96001

RECEIVED

NOV 13 2017

CLERK OF THE BOARD
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-5.

SUBJECT:
Rural County Representatives of California (RCRC) and California State Association of Counties (CSAC) 2018 Appointments

DEPARTMENT: Clerk of the Board

Supervisorial District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

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<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
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RECOMMENDATION

Take the following actions regarding 2018 appointments: (1) Appoint Supervisor Les Baugh as the Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Mary Rickert as the Alternate to the RCRC Board of Directors; and (2) appoint Supervisor Leonard Moty as the Member to the California State Association of Counties (CSAC) Board of Directors and Supervisor Les Baugh as the Alternate to the CSAC Board of Directors.

SUMMARY

N/A

DISCUSSION

Annually the Board considers appointments to other agencies' boards as invited, requested, or as a membership requirement. Should the Board choose to approve today's recommendations the appointments would be consistent with those in 2017 for these agencies' boards.

ALTERNATIVES

The Board could choose to make different appointments or defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation.

FINANCING

There is no General Fund impact associated with approval of the recommendation.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-6.

SUBJECT:
An Ordinance of the Board of Supervisors of the County of Shasta amending Section 8.28.060 of the Shasta County Code Concerning Nuisances.

DEPARTMENT: Clerk of the Board

Supervisorial District No.: All

DEPARTMENT CONTACT: Richard W. Simon, Director of Resource Management 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, Director of Resource Management

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<tr>
<th>Vote Required?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

As introduced on November 14, 2017, enact an Ordinance of the Board of Supervisors of the County of Shasta Amending Section 8.28.060 of the Shasta County Code Concerning Nuisances.

SUMMARY

The amendments and additions to the County Code regarding nuisance abatement are proposed to reflect proper procedure and the current State law.

DISCUSSION

The current version of Section 8.28.060 of the Shasta County Code Concerning Nuisances does not specifically allow for the collection of the costs of notifications and service, agency staff time or attorney’s fees or provide for a specific due process procedure. Unpaid costs can be collected as a special assessment (superior lien) under Government Code § 25845. They can be placed on the tax roll, interest accrues, and the special assessment is collected with a “super priority” status in the same manner as taxes. Additionally, the property is subject to sale for failure to pay the special assessment. Under Government Code § 25845, a “notice of abatement lien” may also be recorded to recover the abatement costs that were established by the special assessment. This additional “notice of abatement lien” for specially assessed abatement costs is important to maintain the super priority status of the special assessment. If the property is transferred to a new owner, or a new lien is recorded by a different creditor, without such a “notice of abatement lien” being recorded for the specially assessed abatement costs, then the costs of the abatement lose their “super priority status” as taxes on the secured tax roll and are transferred to the unsecured tax roll. Government Code § 25845(f).

The amendment of Section B will permit the collection of costs of notifications and service, agency staff time and/or attorney’s fees if so awarded by an independent hearing officer.

Additionally, adding Section C will provide for the accrual of interest on the principal cost of unsatisfied portions of the cost.
that have been imposed.  
Lastly, adding Sections D through H will provide a specific due process procedure that can be used by any aggrieved parties.

**ALTERNATIVES**

The Board could choose not to adopt the ordinance, could defer consideration to a future date, or could direct further study and/or changes to the proposed ordinance which would be brought back to the Board at a later date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the ordinance at to form. The County Administrative Office has reviewed the recommendation.

**FINANCING**

There is no General Fund impact from the recommended action.

**ATTACHMENTS:**

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<td>11/3/2017</td>
<td>Section 8.28-060 Draft Ordinance</td>
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</table>
ORDINANCE NO. SCC 2017 - ____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA AMENDING SECTION 8.28.060 OF THE SHASTA COUNTY CODE CONCERNING NUISANCES

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION I.

Section 8.28.060 of the Shasta County Code is amended in its entirety to read as follows:

8.28.060. Abatement by Owner or County

A. A copy of the written findings of fact and order of abatement shall be served personally or by mail upon each objector and all other persons upon whom the notice of abatement was served. The order may direct that any occupancy, use or activity cease immediately if its existence or continuation is found to be an immediate threat to health or safety. Otherwise, abatement shall be commenced by the owner within five calendar days of the service of the findings of fact and the order, or any longer period provided in the order, and shall continue with reasonable diligence until complete. If the work is not commenced and completed in that manner or a timely request for a hearing has not been filed as provided in Section 8.28.040, the enforcing officer or other designated county officer or employee shall proceed to abate the nuisance.

B. The cost of abatement, including but not limited to the costs of inspection, notifications and service, agency staff time, actual work done, and attorney’s fees pursuant to Shasta County Code section 1.12.040(D), shall constitute the cost of the abatement within the meaning of Government Code Section 25845 and may be specially assessed against the parcel of land upon which the abatement occurs as provided in that section. The cost of abatement may also be recovered in a civil action brought by the county to abate any existing nuisance or to enjoin any pending or threatened violation of this code.

C. Interest shall accrue on the principal amount of the cost of the abatement remaining unsatisfied pursuant to the law applicable to civil money judgments.

D. Prior to obtaining any such special assessment, the enforcing officer, with the concurrence of the clerk of the board of supervisors, will fix a time, date, and
place for the board of supervisors to consider the imposition of a special assessment and any protests or objections to it.

E. The enforcing officer shall serve the record owner(s) of the property with a hearing notice not less than ten days before the hearing date. The notice must set forth the amount of the delinquent costs of abatement that is due. Notice must be delivered by first class mail, postage prepaid, addressed to the owner at the address shown on the last equalized assessment roll or as otherwise known. Service by mail is effective on the date of mailing and failure of owner(s) to actually receive notice does not affect its validity.

F. Any person whose real property is subject to a special assessment pursuant to this section may file a written protest with the clerk of the board of supervisors and/or may protest orally at the board of supervisors meeting. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.

G. At the conclusion of the consideration of the matter by the board of supervisors, the board of supervisors may adopt a resolution confirming, discharging, or modifying the amount of the special assessment or may take other action as the board of supervisors may deem appropriate. The board of supervisors may also cause a notice of abatement lien to be recorded.

H. In accordance with Government Code section 25845, the assessment may be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the special assessment.

SECTION II.

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 III.
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 IV.

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 this ___ day of __________, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

_______________________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors
County of Shasta

By: ________________________________
Ordinance No. SCC 2017- _____

Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:

An Ordinance of the Board of Supervisors of the County of Shasta amending Sections 1.12.030 and 1.12.050 the Shasta County Code Concerning Administrative Enforcement.

DEPARTMENT: Clerk of the Board

Supervisorial District No. : All

DEPARTMENT CONTACT: Richard W. Simon, Director of Resource Management, 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, Director of Resource Management

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

RECOMMENDATION

As introduced on November 14, 2017 enact an Ordinance of the Board of Supervisors of the County of Shasta Amending Subsection (B) of Section 1.12.030 and Subdivision (6) of Subdivision (B) of Section 1.12.050 the Shasta County Code Concerning Administrative Enforcement.

SUMMARY

The amendments and additions to the County Code regarding administrative enforcement of fines and penalties are proposed to reflect proper procedure and the current State law.

DISCUSSION

Nuisance abatement administrative hearing often result in an award of “Costs” and/or “Fines or Penalties.” They are separate and distinct items which may be recovered by the County. Generally speaking, fines or penalties may be collected by way of a judgment lien. By comparison, abatement “costs,” but not fines and penalties, may be collected by way of special assessment. Because the law treats judgment liens and special assessments differently, the SCC should address them as such. The proposed amendment clarifies the process for collection of fines or penalties.

Government Code Section 53069.4(a)(1) permits the County to pass an ordinance making any violation of any ordinance subject to an administrative fine or penalty. The ordinance must set forth the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review of the administrative fines or penalties. Subdivision (6) of Subdivision (B) of Section 1.12.050 is amended to provide for the imposition, enforcement, collection, and administrative review of the administrative fines or penalties.

Also, the current version Subsection (B) of Section 1.12.030 cites a repealed Penal Code section and the amendment reflects
the current state of the law.

**ALTERNATIVES**

The Board could choose not to adopt the ordinance, could defer consideration to a future date, or could direct further study and/or changes to the proposed ordinance which would be brought back to the Board at a later date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the ordinance at to form. The County Administrative Office has reviewed the recommendation.

**FINANCING**

There is no General Fund impact from the recommended action.

**ATTACHMENTS:**

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The Board of Supervisors of the County of Shasta ordains as follows:

SECTION I.

Subsection (B) of Section 1.12.030 of the Shasta County Code is amended in its entirety to read as follows:

(B) Pursuant to Penal Code Sections 19.6 – 19.8 and the provisions of section 836.5 and Chapter 5c (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code, every enforcing officer may cite any person for violation of this code whenever the officer has reasonable cause to believe that the person has caused, committed, continued or permitted any violation of this code.

SECTION II.

Subdivision (6) of Subsection (B) of Section 1.12.050 of the Shasta County Code is amended in its entirety to read as follows:

6. Upon the issuance of a final administrative order or decision, and following any decision on appeal pursuant to subsection (B)(5) of this section confirming that order or decision, if the fine or penalty has not been deposited with the county, the board of supervisors may proceed to collect the fine or penalty by ordering that a lien be imposed on the responsible person’s real property and the lien shall be recorded with the Shasta County Recorder’s Office.

(a) Recordation of a notice of lien under this section has the same effect as recordation of an abstract of a money judgment recorded pursuant to Article 2 (commencing with Section 697.310) of Chapter 2 of Division 2 of Title 9 of Part 2 of the Code of Civil Procedure. The lien created has the same priority as a judgment lien on real property and continues in effect until released. Upon order of the board of supervisors, or any county officer authorized by the board of supervisors to act on its behalf, a lien created under this section may be released or subordinated in the same
manner as a judgment lien on real property may be released or
subordinated.

(b) Interest shall accrue on the principal amount of the lien remaining
unsatisfied pursuant to the law applicable to civil money judgments.

(c) Prior to recording any such lien, the enforcing officer, with the
concurrence of the clerk of the board of supervisors, will fix a time, date,
and place for the board of supervisors to consider the imposition of a lien
and any protests or objections to it.

(e) The enforcing officer shall serve the record owner(s) of the property with
a hearing notice not less than ten days before the hearing date. The
notice must set forth the amount of the delinquent administrative fines or
penalty that is due. Notice must be delivered by first class mail, postage
prepaid, addressed to the owner at the address shown on the last
equalized assessment roll or as otherwise known. Service by mail is
effective on the date of mailing and failure of owner(s) to actually
receive notice does not affect its validity.

(f) Any person whose real property is subject to a lien pursuant to this
section may file a written protest with the clerk of the board of
supervisors and/or may protest orally at the board of supervisors
meeting. Each written protest or objection must contain a description of
the property in which the protesting party is interested and the grounds
of such protest or objection.

(g) At the conclusion of the consideration of the matter by the board of
supervisors, the board of supervisors may adopt a resolution confirming,
disposing, or modifying the lien amount, or may take other action as
the board of supervisors may deem appropriate.

(h) The lien may be foreclosed and the real property sold, by the filing of a
complaint for foreclosure in a court of competent jurisdiction, and the
issuance of a judgment to foreclose. There shall be no right to trial by
jury. When the county notifies the person(s) against whom the action or
proceeding has commenced of its election to seek recovery of attorney's
fees, with such notice provided in writing at the time the action or
proceeding has been commenced, the prevailing party shall be entitled to
recover attorney's fees. The amount of any award of attorney's fees to a
prevailing party pursuant to this section shall not exceed the amount of reasonable attorney's fees incurred by the county in the action or proceeding.

(i) Once the county receives full payment for all amounts due, or a compromise amount has been agreed to and accepted as provided under the Shasta County Code, the enforcing officer will either record a notice of satisfaction or provide the owner with a notice of satisfaction for recordation at the Shasta County Recorder’s Office. Upon recordation, this notice of satisfaction will cancel the County’s lien under this section.

SECTION III.

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 IV.

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 V.

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 this ___ day of __________, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:
ABSTAIN:

RECUSED:

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors
County of Shasta

By: _____________________________
   Deputy
RECOMMENDATION

As introduced on November 14, 2017 enact an Ordinance of the Board of Supervisors of the County of Shasta Adding Section 1.12.055 to the Shasta County Code Concerning Administrative Enforcement.

SUMMARY

The Shasta County Code does not contain an Administrative Fine and Penalty Collection Program. This ordinance will initiate the program.

DISCUSSION

Administrative fines and penalties are oftentimes awarded by independent hearing officers in their decisions regarding nuisance abatements. The fines and penalties vary from case to case. In some instances, the property owner acts with reasonable diligence in abating the nuisance condition and there is no current program to allow the enforcing officer the authority to compromise the fines and penalties or allow for periodic payment plans.

Implementation of a collection program may facilitate overall collection of the fines and penalties. The proposed ordinance places specific limitations on the enforcing officer’s authority to compromise no more than fifty percent of the assessed fine or penalty, identifies factors to be taken into consideration, requires a written settlement agreement approved by County Counsel and creates a lien on the real property.

Lastly, the enforcing officer will make an annual public report to the board of supervisors regarding the fines and penalties compromised pursuant to the program.

ALTERNATIVES
The Board could choose not to adopt the ordinance, could defer consideration to a future date, or could direct further study and/or changes to the proposed ordinance which would be brought back to the Board at a later date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the ordinance at to form. The County Administrative Office has reviewed the recommendation.

**FINANCING**

There is no General Fund impact from the recommended action.

**ATTACHMENTS:**

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<td>11/6/2017</td>
<td>Section 1.12.055 Draft Ordinance WORD</td>
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ORDINANCE NO. SCC 2017 - ____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA ADDING SECTION 1.12.055 TO THE SHASTA COUNTY CODE CONCERNING ADMINISTRATIVE ENFORCEMENT

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION I.

Section 1.12.055 is added to the Shasta County Code to read as follows:

1.12.055. Administrative Fine and Penalty Collection Program

A. The board of supervisors of the County of Shasta hereby finds and declares the following:

1. The County of Shasta from time to time imposes administrative fines and penalties pursuant to Chapter 1.12 of the Shasta County Code. Where the term “civil penalty” or “civil penalties” is used in Chapter 1.12, it shall be construed as synonymous with administrative fines and penalties.

2. Establishment of a program under which the amount of administrative fines and penalties imposed in specific cases may be compromised for good cause, and under which periodic payment plans for such civil penalties may be established, will facilitate overall collection of such fines and penalties, reduce the need to enforce such civil penalties through the legal action or real property liens, and provide incentives for future compliance.

3. Such compromised amounts and periodic payments plans, where approved in accordance with the program established herein, thereby serve a public purpose of the County of Shasta.

4. The enforcement and collection program established hereunder is authorized by Government Code sections 949 and 53069.4, subdivision (a)(1).

B. The enforcing officer may, in his/her sole and exclusive discretion, compromise the amount of any administrative civil penalty duly proposed or imposed pursuant to Chapter 1.12 of the Shasta County Code, subject to the following conditions:

1. When determining whether to compromise any civil penalty amount hereunder, the enforcing officer may take into consideration the nature, circumstances, extent, and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, the financial burden to the person(s) upon
whom the civil penalty has been imposed, the degree to which the proposed compromise will facilitate collection of the civil penalties without the need for legal action or imposition and foreclosure of property liens, and any other matters justice may require.

2. Any compromise in excess of fifty percent of the full amount of the proposed or imposed civil penalty or fine shall require approval of the board of supervisors.

3. The compromise shall be subject to any terms and conditions prescribed by the enforcing officer, which may include, without limitation, a condition requiring that the subject property and all responsible parties remain free of any additional violations for a specified period of time.

4. Any person accepting a compromised civil penalty hereunder shall be required to execute a settlement agreement in a form approved by the county counsel.

5. If the civil penalty has been made a lien upon real property in accordance with any Shasta County Code, the enforcing officer may either record or provide a notice of satisfaction upon payment in full of the compromised amount approved hereunder.

6. The enforcing officer shall make an annual public report to the board of supervisors regarding any civil penalties compromised under this section.

C. The enforcing officer may, with or without compromising the civil penalty amount, approve the payment of any civil penalty or fine duly proposed or imposed pursuant the Shasta County Code through a periodic payment plan. Approval of such payment plans shall be within the sole and exclusive discretion of the enforcing officer and the terms and conditions of such payment plan shall be established by the enforcing officer in each case. Any person entering into a periodic payment plan hereunder shall be required to execute a settlement agreement in a form approved by the county counsel. The enforcing officer may record a lien against the real property on which the violation occurred for the full amount due under the periodic payment plan, pursuant to the Shasta County Code, as applicable, provided that such lien shall not be enforced through foreclosure and sale of the real property absent a default under the payment plan.

D. Approval of any compromise and payment plan under this chapter shall be within the sole and exclusive discretion of the enforcing officer and the enforcing officer, may refuse a compromise or payment plan even if the criteria set forth in this chapter are satisfied. This chapter does not grant any person the right to have the amount of penalties compromised or deferred under any circumstances or
ORDINANCE NO. SCC 2017-______

establish any mandatory duty of any nature, and shall not be construed to give rise to any administrative appeal, cause of action, right, or remedy against the County of Shasta or any officer or employee thereof.

E. A compromise or periodic payment plan approved under this chapter does not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the compromise or payment plan. The compromise or payment plan does not bar the county from taking any other enforcement action regarding a violation that is not corrected.

SECTION II.

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 III.

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 IV.

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 this ___ day of __________, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors
County of Shasta

By: _____________________________
   Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
Approve an agreement with Dominion Voting Systems, Inc. to provide a voting system and associated services.

DEPARTMENT: County Clerk/Registrar of Voters

Supervisory District No. : All

DEPARTMENT CONTACT: Cathy Darling Allen, County Clerk/Registrar of Voters, (530) 225-5730

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

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<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Dominion Voting Systems, Inc. in the amount of $1,978,428 (with annual advance payments) for the purposes of leasing the Democracy Suite 5.2 voting system and all associated hardware, software, licenses, and related services for the period January 1, 2018 through December 31, 2025.

SUMMARY

The proposed agreement would allow the County Clerk/Elections Department to lease a new voting system for Shasta County elections. The total cost of the agreement includes hardware, software, licenses, and related services.

DISCUSSION

The Sequoia voting equipment currently used by Shasta County and its voters was purchased by the County in early 2003. Though the system has performed well for the last 14 years, it is in need of replacement. The County Clerk/Registrar of Voters is recommending replacing the current system with the Democracy Suite 5.2 Voting System by Dominion Voting Systems, Inc. ("Dominion").

In 2003, Shasta County entered into an agreement with Sequoia Voting Systems, Inc. ("Sequoia") to purchase a voting system which included 438 Edge voting machines, software, hardware, and related support services. Of the 438 Edge voting machines originally purchased, 350 are no longer in service, 10 are demo machines used for poll worker training, leaving only 78 fully-functioning machines available for use on election day. The technical standards for this system were designed around and were written in 1990, making the system out-of-date.

In 2011, Sequoia was purchased by Dominion, and Shasta County continues to pay Dominion $25,000 annually for the license fee and election support for the system. Dominion has consistently provided excellent service and assistance to the County. They have gone well above and beyond their contractual requirements.
There are currently three companies who provide complete voting systems that have been certified by the California Secretary of State. Of these systems, only one has been designed to current technical standards and has tested to the California Voting System Standards which are derived from the Elections Assistance Commission Voluntary Voting System Guidelines versions 1.1 and 2.0. That system, Democracy Suite 5.2, is provided by Dominion and was certified by the California Secretary of State on October 16, 2017. Dominion’s system is the most up-to-date technology available in California today. There is no other California-certified system available for purchase or lease that is designed to more current technical guidelines.

The proposed voting system will allow the County to better serve its disabled voters who appear in person to vote. The Democracy Suite 5.2 voting system includes the Image Cast® Evolution (ICE) device which will allow disabled voters, and anyone who wishes, to hear the ballot content, make selections using either an access device provided or their own ancillary access device (sip and puff, for example) and have the ballot marked and verified, just as other in-person voters will. Additionally, all in-person voters will, for the first time, be able to see their ballot scanned at each polling place or at the elections office. After scanning a ballot, the ICE device will alert the voter to any potential mistakes. If the voter failed to mark all the selections they are entitled to make, or if they have marked more than the allowed number of selections, the voter will have the opportunity to review the ballot and if desired, change their ballot. The scanning process will also allow election results to be reported in a more efficient and timely manner on election night.

In addition to providing better service to our voters, this system will ensure greater accuracy in polling place operations. Democracy Suite 5.2 was designed with security in mind, and as a result, poll worker duties will be streamlined giving poll workers added time to devote to serving their voters instead of completing extra paperwork.

From an administrative point of view, Democracy Suite 5.2 has significant advantages. The new system will not only better serve in-person voters, the system will scan and tabulate vote by mail ballots in a completely new way. Each vote by mail ballot received by the office will be scanned and tabulated. The digital image will be available for examination within the system later, if there are issues with tabulation. Also, ballots will have a fill-in-the-bubble method of indicating a selection, which is a more familiar and intuitive method. The new system is very sensitive and will register even the faintest mark.

The proposed agreement includes terms that are beneficial to the County. Leasing the equipment will allow for more flexibility and provide the opportunity to keep our voting machine technology up-to-date. When the agreement is terminated, because the equipment is leased, Dominion is responsible for the removal of all equipment, including associated costs. The County’s current inventory of Edge machines has no resale value. Through this agreement, the County was able to negotiate Dominion’s removal and disposal of the Edge inventory. When new advances in election technology become available from Dominion, the County will have the opportunity to take advantage of certified software upgrades at no additional cost. The warranties on both hardware and software includes repairs and replacements at no additional cost to the County, including shipping and installation. Also, this agreement includes provisions for Dominion to provide training to County staff and election support; both taking place at the county election office.

The success of implementing a new voting system in our community will rely on a planned outreach program that will introduce the new system county-wide and provide familiarity and confidence to Shasta County voters.

**ALTERNATIVES**

The Board could choose not to approve the recommendation and direct the County Clerk/Elections Department to continue to utilize the current voting equipment. The Board could also direct the County Clerk/Elections Department to wait until such a time as the California Secretary of State certifies additional voting systems.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**
The costs associated with this contract are included in the Elections (BU 140) FY 2017/18 Adopted Budget. Help America Voting Act of 2012 (HAVA) funds in the amount of $504,546.62 will be spent during the first 2+ fiscal years of this agreement, with the remaining contract balance of $1,473,881.38 being General Fund dollars. There is no additional General Fund impact with the approval of this recommendation.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dominion Lease Agreement</td>
<td>11/27/2017</td>
<td>Dominion Lease Agreement</td>
</tr>
</tbody>
</table>
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND DOMINION VOTING SYSTEMS, INC.

This agreement is entered into between the County of Shasta, through its County
Clerk/Elections Department, a political subdivision of the State of California (“County”) and
Dominion Voting Systems, Inc., a Delaware corporation authorized to do business in California
by the California Secretary of State (“Contractor”) (collectively, the “Parties” and individually a
“Party”) for the purpose of leasing the Democracy Suite 5.2 voting system and all associated
hardware, software, licenses, and related services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

A. Pursuant to the terms and conditions of this agreement, Contractor shall lease to
County all Democracy Suite 5.2 voting system and all associated hardware,
software, licenses, and related services (“System”) as outlined in Exhibit A,
Deliverable Descriptions, and; Exhibit B, Warranties, Software License Terms and
Conditions; attached and incorporated herein.

B. Prior to delivery of the System to County, Contractor shall pack, remove, and
dispose of all equipment, hardware, and software associated with the Sequoia
Voting System currently housed at County’s County Clerk/Elections Department
located at 1643 Market Street, Redding, California. Contractor shall coordinate
with County regarding dates and times for Contractor access to County premises
for such purposes. Should Contractor and County be unable to agree as to the date
and time to access the premises to perform the duties contained in this subsection,
County shall have the right, in its sole discretion, to select the date and time.

Section 2. RESPONSIBILITIES OF COUNTY.

A. County shall compensate Contractor as prescribed in sections 3 and 4 of this
agreement and shall monitor the outcomes achieved by Contractor.

B. County shall appoint a project manager (“County Project Manager”) to coordinate
services with Contractor. County shall be permitted to determine which staff
person is County’s Project Manager and to change at any time, in its sole discretion,
the staff person who is selected. County Project Manager shall be responsible for
review, analysis, and acceptance of the System as outlined in Exhibit A.

C. For election setup and database creation services as described in Exhibit A, County
shall review and approve or, if not approved, identify the reasons for non-approval
of Contractor’s deliverables related to such service within two (2) County business
days of receipt by County. County shall notify Contractor of the reasons for non-
approval within two (2) County business days of identifying the reason for non-
approval.
Section 3. **COMPENSATION.**

Contractor shall be paid $1,960,428 for the services described in this agreement. In addition, Contractor shall be reimbursed by County a maximum of $18,000 for the actual cost of the shipping of equipment to County, and a maximum of $20,000 for Special Election setup and database creation services. In no event shall the maximum amount payable under this agreement exceed $1,998,428.

Section 4. **BILLING AND PAYMENT.**

A. Contractor shall submit an annual invoice in the amount of $245,053.50 to County on January 1 of each calendar year this agreement is in effect, for the 12-month period of said calendar year.

B. For calendar year 2018 only, Contractor shall submit the 2018 invoice within 1 week of County accepting delivery and completion of the successful testing by Contractor performed on each component of the System as outlined in Exhibit B. Contractor shall also submit an additional invoice for the actual cost of shipping, as outlined in Section 3.A.

C. For election setup and database creation services that are Special Elections outside the eight (8) Primary and General Elections as defined in Exhibit A. 2.7.6, billing will be calculated on the following base charges, with a minimum charge of $3,500 per election. Contractor shall submit an invoice to County within 30 days of the date of the election.

- (1) Precincts or Splits 1 through 100: $200/precinct
- (2) Precincts or Splits 101 through 500: $75/precinct
- (3) Each Additional Language: 25% of the Base Charge
- (4) Deduction for No Audio: 10% of the Base Charge

D. County shall make payment within 30 days of receipt of Contractor’s correct and approved invoice.

Section 5. **TERM OF AGREEMENT.**

This agreement shall commence on January 1, 2018 and shall end on December 31, 2025.

Section 6. **TERMINATION OF AGREEMENT.**

A. If Contractor materially fails to perform 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 provide written notice to the
Contractor identifying the work or services which have not been performed in accordance with the terms of this agreement. Contractor shall have fifteen (15) days in which to cure the deficiency in the work or services provided in the notice. In the event the Contractor has not remedied the deficiency in the work or services provided in the notice by the end of the cure period, the County may terminate this agreement for cause effective immediately upon 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 County’s Executive Officer and his/her designee, or by the Shasta County Clerk/Registrar of Voters and his/her designee.

E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.

F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive 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 Contractor and the Shasta County Clerk/Registrar of Voters, provided that the amendment is in substantially the same format as 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 insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor’s compensation. Contractor shall not be eligible for coverage under County’s workers’ compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor’s assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. 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 out of: (a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement; (b) any infringement, misappropriation, or other violation of any intellectual property rights or other right of any third party, excluding any third party products; and (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part...
due to the negligence or misconduct of Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable), 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 County, it’s elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, it’s 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.

B. Except for the indemnification obligations contained in this agreement, Contractor’s total aggregate liability for any loss, damage, costs or expenses under or in connection with this agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of this agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

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’) employees with an insurance carrier authorized
to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million per occurrence.

D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.

E. With regard to all insurance coverage required by this agreement:

1. Any deductible or self-insured retention exceeding $25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by County’s Risk Manager prior to the effective date of this agreement.

2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, 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.
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."

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.

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.

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.

Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of
a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided.
pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

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

Contractor’s failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, 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.  **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 19.  **NOTICES.**

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), and 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:  Cathy Darling Allen, County Clerk/Registrar of Voters
   P.O. Box 990880
   Redding, CA  96049-0880

   If to Contractor:  Dominion Voting Systems, Inc.
   Attn: Contracts Administrator
   1201 18th Street, Suite 210
   Denver, CO  80202

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of County as provided for in this agreement may be executed and/or exercised by the County Executive Officer and his/her designee, or by the Shasta County Clerk/Registrar of Voters and his/her designee.

Section 20.  **AGREEMENT PREPARATION.**

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

Section 21.  **COMPLIANCE WITH POLITICAL REFORM ACT.**

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with 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 County’s Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*
Section 22. **PROPERTY TAXES.**

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

Section 23. **SEVERABILITY.**

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

Section 24. **COUNTY’S RIGHT OF SETOFF.**

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

Section 25. **CONFIDENTIALITY.**

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

Section 26. **SCOPE AND OWNERSHIP OF WORK.**

All research data, reports, and every other work product of any kind or character specifically created for the sole use of the County as part of this agreement shall become the property of County and be delivered to 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 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 27. **USE OF COUNTY PROPERTY.**

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

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

COUNTY OF SHASTA

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Date: __________________________

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: __________________________
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: James R. Ross
Assistant County Counsel

INFORMATION TECHNOLOGY APPROVAL

By: Tom Schreiber
Chief Information Officer

DOMINION VOTING SYSTEMS, INC.

Date: __________________________

By: __________________________
John Persons
President and CEO
Federal Tax I.D. No.: 27-0565149
**DELIVERABLES DESCRIPTION**

1. **Itemized Deliverables Description.** The System includes the following hardware, software, training, technical support, and other related services for voting, vote counting, and result processing.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>DETAILED DESCRIPTION ITEM NO. (see below)</th>
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<tbody>
<tr>
<td>Central Scanning Solution (Absentee/Vote-by-Mail): Hardware and Software</td>
<td></td>
<td>2.3, 2.4</td>
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<tr>
<td>ImageCast® Central (ICC) Kit</td>
<td>3 each</td>
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<tr>
<td>In-Person Voting Solution: Hardware and Software</td>
<td></td>
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<tr>
<td>ImageCast® Evolution (ICE): New</td>
<td>55 each</td>
<td>2.1 (2.1.1 thru 2.1.10)</td>
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<td>ICE: Pre-Owned</td>
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<td>Audio Tactile Interface (ATI) Accessible Voting Kit</td>
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<td>ICE Tech Key (yellow)</td>
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<td>Election Management: Hardware and Software</td>
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<td>ICC Adjudication Application - Level 4</td>
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<td>ICC Operator Training</td>
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<td>2.7.4</td>
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<tr>
<td>ICC Adjudication Training</td>
<td>8 hours</td>
<td>2.7.4</td>
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<tr>
<td>Train-the-Trainer: Poll Worker</td>
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<td>Election Set Up (ballot layout, test deck, media)</td>
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2. **Detailed Deliverables Description.**

2.1 **ICE Scanner and Tabulator (Hardware and Software)** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ICE provided to County shall consist of the following items:

2.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.

2.1.2 Two (2) Compact Flash 8GB memory cards.

2.1.3 An integrated 19” diagonal full color Liquid Crystal Display (LCD) with built-in touch screen.

2.1.4 An internal thermal printer and one (1) paper roll for generating reports.

2.1.5 An integrated inkjet printer for producing marked paper ballots during the accessible voter sessions.

2.1.6 Two (2) administrative security keys (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.

2.1.7 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5” wide by a variable length (11", 14", 17", 18", 19", 20 and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

2.1.8 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of Alternating Current (AC) power.

2.1.9 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit’s interpretation of each individual ballot.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.1.10 The ICE is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the
voter to have to go to an additional unit to cast the vote. The ICE features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ICE offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).

2.1.11 ATI is included with the ICE. The ATI connects to the ICE via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.

2.2 **ICE Molded Plastic Ballot Box** is a textured molded plastic ballot box made of a three (3) compartments, custom designed for use with the ICE.

2.3 **ICC** is a commercial off-the-shelf digital scanner configured to work with the ICC Software for high speed ballot tabulation. The ICC Scanner includes the following components:

2.3.1 Canon DR-G1130 high speed document scanner.

2.3.2 All-in-One Desktop Workstation with pre-loaded software and monitor.

2.3.3 iButton Reader/Writer used with Democracy Suite® to transfer security and election information to the iButtons for use with the ICC.

2.4 **ICE and Central Scanner Software** allows the system to evaluate scanned images that were taken in order to determine voter intent for tabulation purposes.

2.5 **Democracy Suite® EMS Software** consists of the following components:

2.5.1 Election File and iButton Creation, which enables County to create Election Files and iButtons from Democracy Suite® to load on the ICE and ICC units.

2.5.2 Results, Tally and Report Client Application, used for the tally, reporting and publishing of election results.

2.5.3 ImageCast® Adjudication Application is a client and server application used to review and adjudicate ICC Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup
and adjudication. The Adjudication Application can be used in a multi-client environment.

2.6 **EMS System Hardware**, required for operating the Democracy Suite® software system, includes the following:

2.6.1 EMS server.

2.6.2 EMS workstation.

2.6.3 Adjudication workstation.

2.6.4 Compact Flash reader/writers used to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite®.

2.6.5 iButton Reader/Writers used to transfer security and election information to the iButtons for use with the ICE and ICC.

2.6.6 Dell Switch Port 2.

2.6.7 Network Cables Category 6, Unshielded Twisted Pair (CAT6 UTP) Patch Cables (12 Units).

2.6.8 Structured Query Language (SQL) Server License for defined System configuration.

2.6.9 EMS report printer.

2.7 **Implementation Services and Training** provided during the implementation phase are as follows:

2.7.1 Project Management Support: Contractor will provide project management support to oversee implementation of and the general operations of the System. Contractor shall designate a Dominion Project Manager (DPM) who shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments, and amendments. The Parties shall develop and finalize a project implementation plan which includes a training and delivery schedule. If the Parties are unable to agree to a training and delivery schedule County is entitled, in its sole discretion, to establish one. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

2.7.2 System Acceptance Testing Support: After delivery of the System, County will conduct acceptance testing of the System, including all software and
hardware, in accordance with the acceptance criteria developed and updated by Contractor. Acceptance testing shall occur no later than ten (10) County business days after installation of the System at a time mutually agreed upon by the Parties. If the Parties are unable to agree to a training and delivery schedule County is entitled, in its sole discretion, to establish one. Contractor will provide direct onsite training and support during the System acceptance testing period.

2.7.3 EMS Server Installation, Configuration, and Testing: Contractor will provide a minimum total on one (1) day of direct onsite support for EMS server installation, configuration, and testing.

2.7.4 System Training and Documentation: Prior to delivery, Contractor shall prepare a training plan and proposed schedule for review and approval of County and shall provide copies of training materials for County review and approval. Contractor shall provide County with one reproducible electronic copy of the System user manual(s). Contractor shall designate a qualified and experienced trainer and provide County with the designated trainer's resume for approval prior to the start of training.

2.7.5 On-Site Election Day Support: Contractor shall provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections.

2.7.6 Election setup and database creation services: Contractor shall provide election setup services and support for the election database creation and ballot review for eight (8) elections (Primary & General Elections for 2018, 2020, 2022, & 2024). Ballot definition services will be provided in English only and will include the following: Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer.

2.8 Initial Shipping includes the actual cost of shipping all equipment and supplies from Contractor to County prior to System Acceptance by County.
## WARRANTIES, SOFTWARE LICENSE TERMS AND CONDITIONS

### 1. Licenses and Warranty Itemized Description.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>DETAILLED DESCRIPTION ITEM NO.</th>
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<tbody>
<tr>
<td>Annual Software (“Software”) Licenses</td>
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<td>Democracy Suite EMS Light - Level 4</td>
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<tr>
<td>ICC Adjudication Application - Level 4</td>
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<td>ICC Annual Firmware License: DR-G1130</td>
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<td>ICE Annual Firmware License</td>
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<td><strong>Warranty and Maintenance</strong></td>
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<td>N/A</td>
</tr>
<tr>
<td>ICE</td>
<td>95 each</td>
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</table>

### 2. Licenses.

2.1. **Software License** is subject to the terms herein. Contractor grants County a non-exclusive, non-transferrable license to use the Software solely for County’s own business purposes.

2.2. **Print Copyright License** is subject to the Print Copyright License terms and conditions as defined below. Contractor grants to County a non-exclusive, non-transferable print copyright license.

2.2.1 Copyright License Grant: Contractor grants to County a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Systems’ ballots or any derivative works (collectively the “Materials”), including without limitation sample ballots and voting booklets, pursuant to the terms and conditions of this agreement.

2.2.2 Copyright License Use: Other than as expressly set forth herein, Contractor grants no other licenses, expressly or by implication. Contractor’s entering into and performing this agreement will not be deemed to license or assign any intellectual property rights of Contractor to County or any third party. The copyright license granted herein cannot be transferred or sublicensed and the Systems’ ballots and derivative works cannot be reproduced by any third party without the prior written consent of the Contractor, including without limitation, any commercial or non-commercial printer and any third party vendor using ballot on demand system.

2.2.3 Rights and Interests: All right, title, and interest in the Material, including without limitation any copyright, shall remain with Consultant.
2.3. **No Other Licenses.** Other than as expressly set forth herein, Contractor grants no licenses, expressly or by implication, and Contractor’s entering into this agreement will not be deemed to license or assign any intellectual property rights of Contractor to County or any third party. County agrees not to use the Software for elections outside County’s jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. County shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. **Upgrades and Certification.** During the term of this agreement, Contractor may provide upgrades to County under the following terms and conditions:

3.1. **Upgrades.** In the event that Contractor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Contractor may make the certified Software upgrade available to County at no additional cost.

3.2. **Certification Requirement.** Notwithstanding any other terms herein, Contractor shall not provide, and shall not be obligated to provide, any upgrade or other Software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

4. **Prohibited Acts.** County is prohibited from, without the prior written permission of Contractor, the following acts:

4.1. Transfer or copy the Software onto any other storage device or hardware, or otherwise copy the Software in whole or in part, except for purposes of System backup.

4.2. Reverse engineer, disassemble, decompile, decipher, or analyze the Software in whole or in part.

4.3. Alter or modify in any way the Software, parts of the Software, or any derivative works of the Software.

4.4. Alter, remove, or obstruct any copyright or proprietary notices from the Software; or fail to reproduce the same on any lawful copies of the Software.

5. **Return of Software.** Upon termination or expiration of this agreement, County shall return to Contractor within thirty (30) days of termination or expiration date all Software in its possession or control, or remove and destroy all Software from any electronic media, and certify in writing to Contractor that Software has been destroyed.

6. **Warranties.** The following warranties shall apply:
6.1. **Software Warranty.** Contractor warrants that the Software will function substantially in accordance with the specification during the term of this agreement. If County believes that the Software is not functioning substantially in accordance with the specifications, County shall provide Contractor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that County can reproduce the material failure to Contractor. The foregoing warranty shall be void in the event of the Software having been modified by any party other than Contractor or having been used by County for purposes other than those for which the Software was designed by Contractor. If Contractor establishes that the reported material failure is not covered by the foregoing warranty, County shall be responsible for the costs of Contractor's investigative and remedial work at Contractor's then current rates.

6.2. **Hardware Warranty.** If any of Contractor's hardware components fail to operate in conformity with its specifications during the warranty period, Contractor shall provide a replacement for the component or, at Contractor's sole option, shall repair the hardware component, so long as the hardware is operated with its designated Software and with third-party products approved by Contractor for use with Contractor's hardware. All costs associated with repair or replacement of Contractor's hardware due to failure will be paid by Contractor. The following conditions apply to Contractor's hardware warranty:

6.2.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the term of this agreement, at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.

6.2.2. Replacement of consumable items including, but not limited to, batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices are not considered hardware and are not covered by this agreement. Replacement consumables may be available from Contractor at Contractor's time and material rates current at time of request.

6.2.3 The following conditions will nullify any and all hardware warranties: hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage; hardware modified by any person other than those authorized in writing by Contractor; and any hardware from which the serial numbers have been removed, defaced or changed.

6.3. **Third-Party Products.** The warranties herein do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, Contractor shall pass through to County all warranties such
manufacturers make to Contractor regarding the operation of such third-party products.

6.4. **No Other Warranties.** Contractor disclaims all other representations and warranties, whether written, oral, expressed, implied, or statutory, including any warranty of merchantability or fitness for a particular purpose and any warranty based on a course of dealing, course of performance, or usage of trade.

6.5 **No Copyright Warranties.** Contractor disclaims all other representations and warranties, whether written, oral, expressed, implied, or statutory, including any warranty of merchantability or fitness for a particular purpose and any warranty based on a course of dealing, course of performance, or usage of trade.

6.6 **Patent and Copyright Indemnity.** Notwithstanding anything to the contrary in this agreement, this section 6.6 applies to the terms and conditions of this agreement. In the event any ambiguity, inconsistency, or conflict exists or arises between the provisions of this section 6.6 and the terms and conditions of this agreement, the terms and conditions of this section 6.6 shall govern. Contractor shall not, with actual knowledge or with inquiry knowledge or notice, knowingly 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 Contractor in writing of any third party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contractor 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 Contractor to County that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Contractor shall also, at Contractor’s own expense, defend County, its elected officials, officer, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officer, employees, agents, and volunteers, arising from allegation, claim, or assertion, any product or design provided by Contractor to County violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Contractor 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 Contractor, or (4) information, specifications or materials provided by County or any third party. If any software or other item is held to be infringing, Contractor 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 Contractor is initially unable to perform either option (a) or (b), for a period not to exceed 180 days, Contractor may require County to stop using the potentially infringing System or portion thereof, until Contractor can perform either option (a) or (b), providing however Contractor supplies County with an alternate means by which County may obtain equivalent performance.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-10.

SUBJECT:
Approval of Resolutions Amending Leave Cashout Provisions in Memorandums of Understanding and Shasta County Personnel Rules

DEPARTMENT: Support Services-Personnel

Supervisory District No.: ALL

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

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

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>General Fund Impact</td>
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RECOMMENDATION

Adopt resolutions which formally amends: (1) Leave cash out procedures of the Shasta County Personnel Rules Chapters 10, 12, and 15 and; (2) the Memorandums of Understanding (MOUs) with the Deputy Sheriffs’ Association Deputy Sheriffs, Sergeant, and District Attorney Investigator (DSA-DSS/DAI) Unit, Deputy Sheriffs Association-Correctional Officers (DSA-CO), Mid-Management Bargaining Unit (MMBU), Professional Peace Officers Association (PPOA), Shasta County Employees Association-Supervisory Unit (SCEA), Sheriff’s Administrative Association (SAA), Teamsters (Trades and Crafts Unit), United Public Employees of California (UPEC)-General Unit, and UPEC-Professional Unit.

SUMMARY

The County has MOUs which include leave cashout provisions with all of the employee bargaining units, including DSA-DSS/DAI, DSA-CO, MMBU, PPOA, SCEA, SAA, Teamsters, UPEC-General, and UPEC-Professional. Also included in this proposed action are updates to the leave cashout provisions in the Shasta County Personnel Rules, affecting Unrepresented Confidential and Unrepresented Management employees.

DISCUSSION

The Internal Revenue Service (IRS) has determined as a general rule that compensation is to be included in an employee’s gross income in the year it is received, whether actually received in the form of biweekly or supplemental wages or constructively received in the form of hours earned and accrued that can be cashed out in a year (whether an employee opts to do such a cashout or not). However, income is not considered constructively received if the employee’s control of receipt is subject to substantial limitations or restrictions. The current leave cashout provisions give employees the option to redeem and/or cash-out specified amounts of accrued leave subject to certain conditions during times of the year; however, the procedures do not contain “substantial limitations and restrictions” under the IRS regulations, placing the County and employees at risk as the Auditor-Controller is legally obligated to report as taxable income all income that employees are
eligible to receive for cash in exchange for accrued vacation, annual or leave hours under the current, unmodified plans.

To avoid risk associated with the constructive receipt issue, the Department of Support Services, in conjunction with the Auditor-Controller, is proposing to modify the current leave cashout program to be modeled after plans approved by the IRS (in IRS Private Letter Ruling 200202027). The modifications include two key limitations on the option to cash-out leave: 1) the employee must make an irrevocable election to cash-out leave in the calendar year preceding the year in which leave is cashed out, and 2) only leave accrued during the year in which leave is cashed out may be cashed out, providing it is cashed out in five (5) hour increments.

The amount of leave eligible to be cashed out remains unchanged.

Additionally, the modifications eliminate the requirement that an employee use a specified amount of leave before being eligible to elect the cashout as well as any restrictions requiring approval or limiting the times during the year leave is eligible to be cashed out.

ALTERNATIVES

The Board may choose to not approve the recommendation or make modifications in whole or in a part to the resolutions. This is not recommended as the Auditor-Controller is legally obligated to report as taxable income all income that employees are eligible to receive for cash in exchange for accrued vacation, annual or leave hours under the current, unmodified plans (regardless of whether or not it is cashed out). Failure to modify the current leave cashout procedures places the County and its employees at risk.

OTHER AGENCY INVOLVEMENT

The County Labor Relations Negotiator, Auditor’s Office and affected bargaining units have reviewed and concur with the recommendation. The resolutions have been prepared by the Department of Support Services.

FINANCING

There is a potential financial impact for Fiscal Year 2017-2018 dependent on employees’ election and request. For future fiscal years, departments will budget accordingly.

cc:  Larry Lees, County Executive Officer
     Terri Howat, County Chief Financial Officer
     Laura Sumner, Administrative Analyst I
     Brian Muir, Auditor-Controller
     Sherri Jenkins, Managing Accountant – Auditor
     Shelley Forbes, Asst. Director of Support Services
     Melissa Merritt, Agency Staff Serv. Analyst II- Conf.
     Kari Hallstrom, Agency Staff Serv. Analyst II- Conf.
     Gage Dungy, LCW Chief Labor Negotiator
     Dave Hawley, Teamsters
     Lieutenant Tom Campbell, SAA
     Michael Conti, MMBU
     Jerry Camous, PPOA
     Chris Darker, UPEC – Business Manager
     Steve Allen, DSA-DSS/DAI; DSA-CO; SCEA; UPEC
     Ron Copeland, UPEC

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<td>SAA Article XI Redline</td>
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RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA AMENDING THE
SHASTA COUNTY PERSONNEL RULES, CHAPTERS 10, 12 AND 15

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

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules Chapters 10 Working Hours, Workweek and Overtime, 12 Vacations, and 15 Management Benefits.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapters 10 Working Hours, Workweek and Overtime, 12 Vacations, and 15 Management Benefits, as attached hereto.

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

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECEIVE:

______________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

______________________________
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ____________________________
Deputy
CHAPTER 10. WORKING HOURS, WORKWEEK AND OVERTIME

SECTION 10.3. ADMINISTRATIVE LEAVE EMPLOYEES. An exempt employee in a regular full-time management position designated by the Board as an administrative leave classification shall be entitled to 80 hours of compensated administrative leave per calendar year, which shall be credited on the first payday on or after January 1. An employee first appointed during a calendar year shall be credited upon appointment with a number of hours equal to 6.66 hours for each full calendar month remaining in the calendar year. No employee in an administrative leave position shall be compensated for overtime work. Unused administrative leave shall be lost if not used by the end of each calendar year and upon termination. However, in lieu of paid time off under this benefit plan, a management employee may request and receive payment for up to a maximum of 480 hours of unused administrative leave following the conditions outlined in Section 15.6.C. Payment shall be made at the base hourly rate, without additions. A request for payment may be made in November or December, and will be granted only if the employee has already taken at least 80 hours of vacation and/or administrative leave between the preceding January 1 and the date of request for payment. The Personnel Director, or his/her designee, shall maintain a current list of administrative leave classifications.
CHAPTER 10. WORKING HOURS, WORKWEEK AND OVERTIME

SECTION 10.3. ADMINISTRATIVE LEAVE EMPLOYEES. An exempt employee in a regular full-time management position designated by the Board as an administrative leave classification shall be entitled to 80 hours of compensated administrative leave per calendar year, which shall be credited on the first payday on or after January 1. An employee first appointed during a calendar year shall be credited upon appointment with a number of hours equal to 6.66 hours for each full calendar month remaining in the calendar year. No employee in an administrative leave position shall be compensated for overtime work. Unused administrative leave shall be lost if not used by the end of each calendar year and upon termination. However, in lieu of paid time off under this benefit plan, a management employee may elect to receive payment for up to a maximum of 80 hours of unused administrative leave following the conditions outlined in Section 15.6.C. The Personnel Director, or his/her designee, shall maintain a current list of administrative leave classifications.
CHAPTER 12. VACATIONS

SECTION 12.2. TIMES AND CONDITIONS OF TAKING VACATION.

A. It is County policy that employees use their annual vacation accruals each year at such time or times as may be approved by the Department Head, or his/her designee. However, for reasons deemed sufficient by the Department Head, or his/her designee, an employee may take less than their annual vacation accruals one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

B. The maximum vacation accumulation which may be accrued by a regular full-time or regular part-time non-management employee without losing additional credit shall be 52 times the bi-weekly rate of accumulation of a regular full-time or regular part-time employee. The maximum time limits for vacation accrual shall be extended by the appointing authority as follows:

1. For up to 13 pay periods if the department cancelled a previously scheduled employee vacation or rejected a timely employee vacation request if the Department Head, or his/her designee, determines that circumstances so warrant.

2. For a period of any paid leave of absence due to illness or injury, plus, at the discretion of the Department Head, or his/her designee, up to 13 pay periods, if an employee attains maximum accumulation during such leave.

3. Additional time accrued by an employee under paragraphs 1. or 2. above shall not be lost at the end of the extension; provided, the employee takes time off to reduce his/her maximum accumulation to that provided under A. above within the 13 pay periods immediately following the extension. Such an extension shall not be approved more than once in each calendar year.

C. The maximum vacation accumulation which may be accrued by a management employee without losing additional credit shall be 78 times the employee’s biweekly accrual rate. The maximum vacation accumulation for managers may be extended under the provisions of subsection A. above. Maximum time limits for vacation accrual of appointed Department Heads may be extended for up to 13 biweekly pay periods, upon approval of the CEO, or his/her designee.

D. Once, during each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, a non-management employee may choose to receive payment for up to 20 hours — in five (5) whole hour increments — of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or Shasta County Personnel Rules (revised 12/201744/2013)
compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cashout and have remaining cashout balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

- Payment shall be at the base hourly rate only, without add ons. A request for payment may be made following notification from Payroll. Such payment shall be made in November or December of each year, and will be granted only if the employee has taken off at least 40 hours of vacation/compensatory time during the calendar year.

E. Once, during each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, a management employee may choose elect to receive payment for up to 840 hours of unused administrative leave so long as the following criteria are met.

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees

Shasta County Personnel Rules (revised 12/20174/1/2013)
who have elected cash out and have remaining cash out balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the administrative leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Payment shall be at the base hourly rate only, without add-ons. Request for payment may be made following notification from Payroll. Such payment shall be made in November or December of each year, and will be granted only if the employee has taken at least 80 hours of vacation/administrative time during that calendar year.

F. Vacation requests of over five days for appointed Department Heads shall be forwarded in writing to the CEO, or his/her designee, for approval. In order to assure the best continued service of each department, an appointed Department Head shall, where practical, arrange his/her vacation in such a manner that the employee normally in charge in the Department Head’s absence is on duty during the period of such vacation.
CHAPTER 12. VACATIONS

SECTION 12.2. TIMES AND CONDITIONS OF TAKING VACATION.

A. It is County policy that employees use their annual vacation accruals each year at such time or times as may be approved by the Department Head, or his/her designee. However, for reasons deemed sufficient by the Department Head, or his/her designee, an employee may take less than their annual vacation accruals one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

B. The maximum vacation accumulation which may be accrued by a regular full-time or regular part-time non-management employee without losing additional credit shall be 52 times the bi-weekly rate of accumulation of a regular full-time or regular part-time employee. The maximum time limits for vacation accrual shall be extended by the appointing authority as follows:

1. For up to 13 pay periods if the department cancelled a previously scheduled employee vacation or rejected a timely employee vacation request if the Department Head, or his/her designee, determines that circumstances so warrant.

2. For a period of any paid leave of absence due to illness or injury, plus, at the discretion of the Department Head, or his/her designee, up to 13 pay periods, if an employee attains maximum accumulation during such leave.

3. Additional time accrued by an employee under paragraphs 1. or 2. above shall not be lost at the end of the extension; provided, the employee takes time off to reduce his/her maximum accumulation to that provided under A. above within the 13 pay periods immediately following the extension. Such an extension shall not be approved more than once in each calendar year.

C. The maximum vacation accumulation which may be accrued by a management employee without losing additional credit shall be 78 times the employee’s biweekly accrual rate. The maximum vacation accumulation for managers may be extended under the provisions of subsection A. above. Maximum time limits for vacation accrual of appointed Department Heads may be extended for up to 13 biweekly pay periods, upon approval of the CEO, or his/her designee.

D. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, a non-management employee may elect to receive payment for up to 20 hours – in five (5) whole hour increments- of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted above, the employee can

Shasta County Personnel Rules (revised 12/2017)
choose any pay period(s) during the year to receive the elected cash out. All requests for
cash out must be made through Employee Online by the due date listed for each pay period.
All requests must be submitted in five (5) whole hour increments. All requests for a cash out
will be limited to the number of hours elected the preceding calendar year less any cash outs
already approved, and the actual current year accrued hours available at the time of the cash
out.

If an employee who has elected cash out fails to request the elected cash out in the
applicable year, the County will automatically cash out the designated amount up to the
hours available to be paid on the final payday of that calendar year in the following order:
   1. Compensatory time off
   2. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on
compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees
who have elected cashout and have remaining cashout balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year
prior to the calendar year in which the accrued vacation or compensatory time would be
cashed out, the employee will be deemed to have waived their right and will not be eligible
to cash out any such leave in the following calendar year.

E. Beginning in 2017 for the 2018 calendar year and going forward with each
subsequent calendar year, a management employee may elect to receive payment for
up to 80 hours of unused administrative leave so long as the following criteria are met.

   • Any employee utilizing this provision will be required to submit an irrevocable election
     through Employee Online by December 31st of the calendar year prior to the
     calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the
applicable calendar year as noted above, the employee can choose any pay period(s) during
the year to receive the elected cash out. All requests for cash out must be made through
Employee Online by the due date listed for each pay period. All requests must be submitted
in five (5) whole hour increments. All requests for a cash out will be limited to the number of
hours elected the preceding calendar year less any cash outs already approved, and the
actual current year hours available at the time of the cash out.

If an employee who has elected cash out fails to request the elected cash out in the
applicable year, the County will automatically cash out the designated amount up to the
hours available to be paid on the final payday of that calendar year. All annual cash out
payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees
who have elected cash out and have remaining cash out balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year
prior to the calendar year in which the administrative leave would be cashed out, the
employee will be deemed to have waived their right and will not be eligible to cash out any
such leave in the following calendar year.

Shasta County Personnel Rules (revised 12/2017)
F. Vacation requests of over five days for appointed Department Heads shall be forwarded in writing to the CEO, or his/her designee, for approval. In order to assure the best continued service of each department, an appointed Department Head shall, where practical, arrange his/her vacation in such a manner that the employee normally in charge in the Department Head’s absence is on duty during the period of such vacation.
CHAPTER 15. MANAGEMENT BENEFITS

SECTION 15.6. ADMINISTRATIVE LEAVE.

A. A management employee is entitled to 80 hours of administrative leave per calendar year, which shall be lost if not used by the end of the year. This time will be credited on the first payday on or after January 1 and is neither accumulative from year to year nor to be considered part of earned vacation accrual.

A new eligible employee will receive a portion of the time, in advance, on a prorated basis consistent with his/her date of appointment.

B. Pre-retirement Leave. Unit members who are depleting leave balances immediately prior to retirement shall not be eligible for additional administrative leave credit which might otherwise accrue during the leave period.

C. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, in lieu of paid time off under this benefit, a management employee may request elect and to receive payment for up to a maximum of 80 hours— in five (5) whole hour increments — of unused administrative leave so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where a management employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out.

If a management employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If a management employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the administrative leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Payment shall be made at the manager’s current hourly rate (which may include stipends). A request for payment may be made following notification from Payroll and will be granted only once. The payment shall be made in November or December of each year, and will be granted only if the employee has taken off at least 80 hours of vacation/administrative leave time during the calendar year.
Additionally, effective January 4, 2009, a management employee may request to receive payment for up to an additional forty (40) hours of unused administrative leave [for a total of eighty (80) hours] if approved by the Department Head, or CEO, or his/her designee, for appointed Department Heads. Request for payment of this second 40 hours may be made in November or December, of each year according the schedule established by Auditor – Controller. The initial 40 hours (and the additional 40 hours) will be granted only if the employee has already taken at least eighty (80) hours of vacation and/or administrative leave between the preceding January 1 and the date of request for payment. Part-time management employees shall not be eligible for this sell back option. Such payment shall be at the base hourly rate only, no add-ons.

D. A management employee separating from County employment will not receive payment for unused administrative leave.
CHAPTER 15. MANAGEMENT BENEFITS

SECTION 15.6. ADMINISTRATIVE LEAVE.

A. A management employee is entitled to 80 hours of administrative leave per calendar year, which shall be lost if not used by the end of the year. This time will be credited on the first payday on or after January 1 and is neither accumulative from year to year nor to be considered part of earned vacation accrual.

A new eligible employee will receive a portion of the time, in advance, on a prorated basis consistent with his/her date of appointment.

B. Pre-retirement Leave. Unit members who are depleting leave balances immediately prior to retirement shall not be eligible for additional administrative leave credit which might otherwise accrue during the leave period.

C. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, in lieu of paid time off under this benefit, a management employee may elect to receive payment for up to a maximum of 80 hours – in five (5) whole hour increments - of unused administrative leave so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where a management employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out.

If a management employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If a management employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the administrative leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. A management employee separating from County employment will not receive payment for unused administrative leave.
RESOLUTION NO. 2017-______

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
DEPUTY SHERIFFS ASSOCIATION- CORRECTIONAL OFFICER-
DEPUTY SHERIFFS WHICH COVERS THE PERIOD APRIL 1, 2017 THROUGH
MARCH 31, 2020, ARTICLES 9 AND 12, AND IMPLEMENTING THE PROVISIONS
THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted a Comprehensive
Memorandum of Understanding (MOU) with the Deputy Sheriffs Association- Correctional

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of
Shasta adopts an amendment to the MOU with the Deputy Sheriffs Association- Correctional
Officer- Deputy Sheriffs, which covers the period of April 1, 2017 through March 31, 2020,
Article 9 Hours of Work and Article 12 Vacation, copies of which are attached hereto and
incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements
completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of
Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________________
Deputy
ARTICLE 9  HOURS OF WORK.

9.1. WORK PERIODS AND HOURS OF WORK.

A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Sunday.

B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the department head on either Monday or Friday for the purpose of minimizing overtime liability.

9.2. ALTERNATE WORK SCHEDULES.

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. The Sheriff may establish a twelve-hour shift under the following conditions:

1. Shifts will be assigned by Sheriff’s management and will not be changed without prior notice. All leave and holidays shall be accrued on the same basis as a standard 5/8 shift assignment, so that no advantage will be gained by the 12-hour shift schedule. Pay for work on a holiday will consist of eight hours holiday: four hours regular, and eight hours of holiday overtime.

2. Any return to the standard 5/8 schedule shall remain at the discretion of Sheriff’s management and may be implemented upon a minimum of fourteen (14) days prior notice to the Association or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.

3. Overtime shall be based upon hours worked over eighty-four (84) hours in a biweekly pay period. Thus, seven shifts would consist of (eighty) 80 hours of straight time base pay and four (4) hours of straight time overtime pay.
4. Beginning with the first full payroll period of FY 2012-2013, all hours worked over eighty (80) in a biweekly pay period shall be paid at the rate of time and one-half; subsection B. 3 immediately above shall become inoperable after that change.

C. The establishment of alternate work schedules, other than 12 hour shifts, shall be subject to the following:

1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Officer and the Association.

2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.

3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.

4 The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).

9.3. **REST PERIODS.**

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the department head, such breaks shall not be taken within one (1) hour of the employee’s starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

9.4. **MEAL PERIODS.**

An unpaid meal period of up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee’s supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

9.5. **OVERTIME.**

All regular full-time employees covered by this agreement shall be compensated for overtime in accordance with the following provisions:
A. Work beyond the assigned work period below must be expressly approved by the department head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

B. Except as indicated in Section 9.2.B.3 and 9.2.B.4 all eligible employees shall be entitled to premium overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a 7 day work period.

C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of an accepted job-related injury or illness will be considered as hours worked for purposes of overtime compensation.

D. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an employee and with the concurrence of the Personnel Director, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

The department head, at his or her sole discretion, may authorize pay for any or all of the employee’s accumulated compensatory leave off if budgeted funds are available. The pay will be processed on the next regular payroll for inclusion in the subsequent pay check. During an annual window period established by the Department Head, employees may request pay for up to 20 hours of their accrued compensatory time. It is the Department Head’s discretion, based upon budgeted funds identified to grant as available for that purpose, to grant some, all, or none of the hours requested. Such payment shall be based on the employee’s base wage step only, without shift differential or other add-ons. It is the intention of the parties that the Department Head retain maximum discretion but that such decision to offer the payoff of CTO be made in a non discriminatory manner. The decision of the Department Head shall be final and not subject to the Grievance Procedure of this Agreement.

E. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.
F. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).

9.6. STANDBY.

A. Assignment.

A department head may assign employees to standby. Association employees assigned standby shall be compensated at a rate of $2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

B. Requirements.

In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;

2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;

3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;

4. Respond to callbacks during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;

5. Refrain from activities that impair his/her ability to perform assigned duties;

6. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;

7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and

8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.
C. On Call/Subject to Call.

Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

9.7. CALLBACK FROM STANDBY.

Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be one (1) hour. Such time worked shall not include travel time between an employee’s residence and his/her regularly assigned work location.

9.8 CALLBACK WHILE NOT ON STANDBY.

A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.

B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

9.9. CALLBACK FROM VACATION.

An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

9.10. RELEASE FROM DUTY.

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments for a maximum of twelve (12) months upon approval of the Personnel Director.
ARTICLE 9  HOURS OF WORK.

9.1. WORK PERIODS AND HOURS OF WORK.

A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Sunday.

B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the department head on either Monday or Friday for the purpose of minimizing overtime liability.

9.2. ALTERNATE WORK SCHEDULES.

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. The Sheriff may establish a twelve-hour shift under the following conditions:

1. Shifts will be assigned by Sheriff’s management and will not be changed without prior notice. All leave and holidays shall be accrued on the same basis as a standard 5/8 shift assignment, so that no advantage will be gained by the 12-hour shift schedule. Pay for work on a holiday will consist of eight hours holiday: four hours regular, and eight hours of holiday overtime.

2. Any return to the standard 5/8 schedule shall remain at the discretion of Sheriff’s management and may be implemented upon a minimum of fourteen (14) days prior notice to the Association or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.

3. Overtime shall be based upon hours worked over eighty-four (84) hours in a biweekly pay period. Thus, seven shifts would consist of (eighty) 80 hours of straight time base pay and four (4) hours of straight time overtime pay.
4. Beginning with the first full payroll period of FY 2012-2013, all hours worked over eighty (80) in a biweekly pay period shall be paid at the rate of time and one-half; subsection B. 3 immediately above shall become inoperable after that change.

C. The establishment of alternate work schedules, other than 12 hour shifts, shall be subject to the following:

1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Officer and the Association.

2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.

3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.

4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).

9.3. REST PERIODS.

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the department head, such breaks shall not be taken within one (1) hour of the employee’s starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

9.4. MEAL PERIODS.

An unpaid meal period of up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee’s supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

9.5. OVERTIME.

All regular full-time employees covered by this agreement shall be compensated for overtime in accordance with the following provisions:
A. Work beyond the assigned work period below must be expressly approved by the department head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

B. Except as indicated in Section 9.2.B.3 and 9.2.B.4 all eligible employees shall be entitled to premium overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a 7 day work period.

C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of an accepted job-related injury or illness will be considered as hours worked for purposes of overtime compensation.

D. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an employee and with the concurrence of the Personnel Director, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

The department head, at his or her sole discretion, may authorize pay for any or all of the employee’s accumulated compensatory leave off if budgeted funds are available. The pay will be processed on the next regular payroll for inclusion in the subsequent pay check.

E. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.

F. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).
9.6. **STANDBY.**

A. **Assignment.**

A department head may assign employees to standby. Association employees assigned standby shall be compensated at a rate of $2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

B. **Requirements.**

In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;

2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;

3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;

4. Respond to callbacks during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;

5. Refrain from activities that impair his/her ability to perform assigned duties;

6. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;

7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and

8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.
C. **On Call/Subject to Call.**

Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

9.7. **CALLBACK FROM STANDBY.**

Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be one (1) hour. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location.

9.8 **CALLBACK WHILE NOT ON STANDBY.**

A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.

B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

9.9. **CALLBACK FROM VACATION.**

An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

9.10. **RELEASE FROM DUTY.**

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments for a maximum of twelve (12) months upon approval of the Personnel Director.
12.8. VACATION.

A. Accrual.

Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hour’s vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
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B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Manual.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation/Holiday Credit Hours/Compensatory Time.

1. Upon Separation. Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation upon the written request from employee.

2. Annual Payment. During each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose elect to receive payment for up to twenty forty (2040) hours – in five (5) whole hour increments – of accrued vacation leave, holiday credit hours or compensatory time so long as the following criteria are met.
• Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Such payment shall be based on the employee’s base wage step only, without shift differential or other add-ons. Request for payment may be made in November or December of each year. Such payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year.

D. Working for County During Vacation.

No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
E. **Use At Retirement.**

Persons retiring under the provisions of the Public Employees’ Retirement System may remain on the payroll on vacation status until such accrued vacation time for which they are eligible has been exhausted. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation.
12.8. VACATION.

A. Accrual.

Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hour’s vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Manual.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation/Holiday Credit Hours/Compensatory Time.

1. Upon Separation. Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation upon the written request from employee.

2. Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to forty (40) hours – in five (5) whole hour increments - of accrued vacation leave, holiday credit hours or compensatory time so long as the following criteria are met:
• Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. Working for County During Vacation.

No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.

E. Use At Retirement.

Persons retiring under the provisions of the Public Employees’ Retirement System may remain on the payroll on vacation status until such accrued vacation time for which they are eligible has been exhausted. An employee using vacation time prior
to retirement shall not accrue additional leave balances while exhausting existing vacation.
RESOLUTION NO. 2017-______

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
MANAGEMENT COUNCIL MID-MANAGEMENT BARGAINING UNIT WHICH
COVERS THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2019,
ARTICLE IV, AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted a Comprehensive
Memorandum of Understanding (MOU) with the Management Council Mid-Management
Bargaining Unit on December 6, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of
Shasta adopts an amendment to the MOU with the Management Council Mid-Management
Bargaining Unit, which covers the period of January 1, 2017 through December 31, 2019, Article
IV, Compensation, a copy of which is attached hereto and incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of
Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

---------------------------------
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ____________________________
Deputy
ARTICLE IV. COMPENSATION

A. Salaries. Salaries for job classifications in this unit are as shown in Attachments A, B, C and D with general increases as follow:

1. Effective December 25, 2016, a general increase of three percent (3%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.

2. Effective December 24, 2017, a general increase of three percent (3%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.

3. Effective December 23, 2018, a general increase of two percent (2%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

B. Longevity Stipend. Members of this unit who have at least 20 years of service with Shasta County, of which at least two years shall have been served in a management position shall receive a 5% (five percent) longevity salary stipend.

C. Merit Step Increases. Employees who are placed on a salary range with delineated steps shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be governed by the County's Personnel Rules.

D. Principles of Management Pay Differential. An employee in a management classification should be set at a salary range that is at least 5% more (F step to F step comparison including subordinates’ pay stipends, if appropriate) than the subordinate classifications he or she is required to supervise. This concept includes as a principle that the manager be responsible for performance evaluations, direction of the work performed, and input into the hiring and discipline process. In order to qualify, a person directing and evaluating the work of a subordinate would have to be of the same profession. That means for example that an accountant who “supervises” a licensed social worker would not qualify because, even if he or she did performance evaluations and assigned work, he or she could not judge the professional aspects of the “subordinate’s” work. Thus, due to the different professions, the manager could not qualify because he or she would not be able to oversee or judge the specific professional aspects of the subordinate’s job.

Process for Management Pay Differential. A manager may apply in writing, through the Department Head, to the Personnel Director for consideration of a pay class stipend if a subordinate classification is at a salary range that is not at least 5% less than the manager’s classification. Such stipends will be granted in ½ percent increments. When applied, the effect of this stipend will be that the manager’s salary range will be 5% above the subordinate’s salary range (based on F step comparisons including subordinates’ pay stipends, if appropriate), without regard to the salary step of the current subordinate. The pay stipend will be processed as a salary earnings type on a Personnel Action Form. The
Personnel Director will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the Personnel Director to grant or not grant a pay stipend is final unless the Department Head appeals to the County Executive Officer (CEO). The findings of the CEO are final. This process is not subject to the grievance process.

E. Salaried Status. Unit employees shall be considered salaried employees. For payroll purposes, such employees are compensated on a biweekly salary basis and need not submit documented time reports. The provisions of such salaried status are as follows:

1. For the performance of prescribed duties, a management employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position.

2. It is assumed the requirements of the position result in a management employee working eighty hours in a biweekly period, and such employee will not receive additional compensation in any form for time worked beyond such assumption.

3. Subject to approval by the Department Head, reasonable time off amounts of less than one full workday (normally eight hours) is authorized for a management employee for personal use during normal work hours, without loss of salary. The County may utilize the exception to the Fair Labor Standards Act (FLSA) created by the Family Medical Leave Act (FMLA) to dock an employee’s salary or leave balances for ongoing partial-day absences taken as authorized under the FMLA without affecting the exempt status of the employee (29U.S.C. 2612(c)).

4. For absences of one full workday (normally eight hours) or more, a management employee will utilize applicable vacation, sick leave, or administrative leave accrual.

F. Administrative Leave.

1. Credit. Each full-time unit employee shall be entitled to eighty (80) hours of administrative leave per calendar year. Part-time unit employees shall receive forty (40) hours of administrative leave per calendar year. Administrative leave shall be lost if not used by the end of the calendar year. This time will be credited in advance, on, or near each January 1, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or designation.

2. Partial Sellback. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, in lieu of paid time off under this benefit plan, a full-time management employee may request and elect to receive payment for up to a maximum of forty-eighty (840) hours – in five (5) whole hour increments - of unused administrative leave so long as the following criteria are satisfied:
• Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees who elected cash out and have cash out leave balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the Administrative Leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Such payment may only be requested in November or December of each year. Such payment shall be made during the month of November or December, and will be granted only once and only if the employee has already taken at least eighty (80) hours of vacation/administrative leave between the preceding January 1 and the date of the request for payment. Part-time management employees shall not be eligible for this sellback option. Such payment shall be at the base hourly rate only, no add-ons.

Additionally, effective in 2004, an employee may request to receive payment for up to an additional forty (40) hours of unused administrative leave if approved by the Department Head. Request for payment of this second 40 hours may be made in November or December of each year according to the schedule established by Auditor - Controller. The initial 40 hours (and the additional 40 hours) will be granted only if the employee has already taken at least eighty (80) hours of vacation and/or administrative leave between the preceding January 1 and the date of request for payment. Part-time management employees shall not be eligible for this sell back option. Such payment shall be at the base hourly rate only, no add-ons.

3. Transfer to Non-management Position. A management employee who transfers from a management job classification to a non-management job classification shall not retain unused administrative leave or receive payment for such unused
administrative leave.

4. Pre-retirement Leaves. Unit members who are depleting leave balances immediately prior to retirement shall not be eligible for additional Administrative Leave credit which might otherwise accrue during the leave period.

G. Premium Pay.

1. An employee in the job classification of Information Technology Services Manager who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.
ARTICLE IV. COMPENSATION

A. Salaries. Salaries for job classifications in this unit are as shown in Attachments A, B, C and D with general increases as follow:

1. Effective December 25, 2016, a general increase of three percent (3%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.

2. Effective December 24, 2017, a general increase of three percent (3%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.

3. Effective December 23, 2018, a general increase of two percent (2%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

B. Longevity Stipend. Members of this unit who have at least 20 years of service with Shasta County, of which at least two years shall have been served in a management position shall receive a 5% (five percent) longevity salary stipend.

C. Merit Step Increases. Employees who are placed on a salary range with delineated steps shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be governed by the County's Personnel Rules.

D. Principles of Management Pay Differential. An employee in a management classification should be set at a salary range that is at least 5% more (F step to F step comparison including subordinates’ pay stipends, if appropriate) than the subordinate classifications he or she is required to supervise. This concept includes as a principle that the manager be responsible for performance evaluations, direction of the work performed, and input into the hiring and discipline process. In order to qualify, a person directing and evaluating the work of a subordinate would have to be of the same profession. That means for example that an accountant who “supervises” a licensed social worker would not qualify because, even if he or she did performance evaluations and assigned work, he or she could not judge the professional aspects of the “subordinate’s” work. Thus, due to the different professions, the manager could not qualify because he or she would not be able to oversee or judge the specific professional aspects of the subordinate’s job.

Process for Management Pay Differential. A manager may apply in writing, through the Department Head, to the Personnel Director for consideration of a pay class stipend if a subordinate classification is at a salary range that is not at least 5% less than the manager’s classification. Such stipends will be granted in ½ percent increments. When applied, the effect of this stipend will be that the manager’s salary range will be 5% above the subordinate’s salary range (based on F step comparisons including subordinates’ pay stipends, if appropriate), without regard to the salary step of the current subordinate. The pay stipend will be processed as a salary earnings type on a Personnel
Action Form. The Personnel Director will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the Personnel Director to grant or not grant a pay stipend is final unless the Department Head appeals to the County Executive Officer (CEO). The findings of the CEO are final. This process is not subject to the grievance process.

E. Salaried Status. Unit employees shall be considered salaried employees. For payroll purposes, such employees are compensated on a biweekly salary basis and need not submit documented time reports. The provisions of such salaried status are as follows:

1. For the performance of prescribed duties, a management employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position.

2. It is assumed the requirements of the position result in a management employee working eighty hours in a biweekly period, and such employee will not receive additional compensation in any form for time worked beyond such assumption.

3. Subject to approval by the Department Head, reasonable time off amounts of less than one full workday (normally eight hours) is authorized for a management employee for personal use during normal work hours, without loss of salary. The County may utilize the exception to the Fair Labor Standards Act (FLSA) created by the Family Medical Leave Act (FMLA) to dock an employee’s salary or leave balances for ongoing partial-day absences taken as authorized under the FMLA without affecting the exempt status of the employee (29U.S.C. 2612(c)).

4. For absences of one full workday (normally eight hours) or more, a management employee will utilize applicable vacation, sick leave, or administrative leave accrual.

F. Administrative Leave.

1. Credit. Each full-time unit employee shall be entitled to eighty (80) hours of administrative leave per calendar year. Part-time unit employees shall receive forty (40) hours of administrative leave per calendar year. Administrative leave shall be lost if not used by the end of the calendar year. Administrative leave may be credited in advance, on, or near each January 1, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or designation.

2. Partial Sellback. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, in lieu of paid time off under this benefit plan, a full-time management employee may elect to receive payment for up to a maximum of eighty (80) hours – in five (5) whole hour increments - of unused administrative leave so long as the following criteria are satisfied:
• Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees who elected cash out and have cash out leave balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the Administrative Leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

3. Transfer to Non-management Position. A management employee who transfers from a management job classification to a non-management job classification shall not retain unused administrative leave or receive payment for such unused administrative leave.

4. Pre-retirement Leaves. Unit members who are depleting leave balances immediately prior to retirement shall not be eligible for additional Administrative Leave credit which might otherwise accrue during the leave period.

G. Premium Pay.

1. An employee in the job classification of Information Technology Services Manager who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.
RESOLUTION NO. 2017-______

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
PROFESSIONAL PEACE OFFICERS ASSOCIATION WHICH COVERS THE PERIOD
AUGUST 1, 2016 THROUGH JULY 31, 2019 ARTICLE 12.8 VACATION, AND
IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive Memorandum of Understanding (MOU) with the Professional Peace Officers Association on July 19, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta adopts an amendment to the MOU with the Professional Peace Officers Association, which covers the period of August 1, 2016 through July 31, 2019, Article 12.8 Vacation, a copy of which is attached hereto and incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:  

______________________________
DAVID A. KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:  

______________________________  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By ________________________________  
Deputy
12.8 VACATION

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation

(1) It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

(2) The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

C. Payment for Vacation

(1) Upon Separation. Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

(2) Annual Payment. During each calendar year beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose to receive payment for up to twenty-five (25) hours in five (5) whole hour increments of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.
Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1) Compensatory time
2) Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Such payment shall be made based on the employee’s base hourly rate, without shift differential or any other add-ons. Such payment shall be made once either during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation or compensatory time during the calendar year.

D. **Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
12.8 VACATION

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation

(1) It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

(2) The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

C. Payment for Vacation

(1) Upon Separation. Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

(2) Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose to receive payment for up to twenty-five (25) hours- in five (5) whole hour increments - of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted above, the employee can
choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1) Compensatory time
2) Vacation
All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
RESOLUTION NO. 2017-______

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
SHERIFF’S ADMINISTRATIVE ASSOCIATION WHICH COVERS THE PERIOD
JULY 1, 2016 THROUGH JUNE 30, 2019, ARTICLE XI ADMINISTRATIVE LEAVE,
AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive Memorandum of Understanding (MOU) with the Sheriff’s Administrative Association on June 7, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta adopts an amendment to the MOU with the Sheriff’s Administrative Association, which covers the period of July 1, 2016 through June 30, 2019, Article XI Administrative Leave, a copy of which is attached hereto and incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

______________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

______________________________
Deputy
ARTICLE XI. ADMINISTRATIVE LEAVE

A. Credit. Each Association employee shall be entitled to eighty (80) hours of administrative leave per calendar year, which shall be lost if not used by the end of the year. This time will be credited in advance on or near each January 1st, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or designation.

B. Annual Payment. During each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to forty-eighty (840) hours— in five (5) whole hour increments—at base rate, of unused administrative leave; hours requested must be submitted in a minimum of five (5) whole hour increments—so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out in one lump sum or a portion thereof in a minimum of five (5) whole hour increments. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the administrative leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Request for payment may be made in November or December, of each year. Additionally, effective in 2003, an employee may request to receive payment for up to an additional forty (40) hours, at base rate, of unused administrative leave if approved by the Department Head, or his/her designee. Request for payment of this second
forty (40) hours may be made in November or December, of each year. The initial forty (40) hours (and the additional forty (40) hours) will be granted only if the employee has already taken at least eighty (80) hours of vacation and/or administrative leave between the preceding January 1st and the date of request for payment.
ARTICLE XI. ADMINISTRATIVE LEAVE

A. **Credit.** Each Association employee shall be entitled to eighty (80) hours of administrative leave per calendar year, which shall be lost if not used by the end of the year. This time will be credited in advance on or near each January 1st, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or designation.

B. **Annual Payment.** Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to eighty (80) hours of unused administrative leave; hours requested must be submitted in a minimum of five (5) whole hour increments—so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out in one lump sum or a portion thereof in a minimum of five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the administrative leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.
RESOLUTION NO. 2017-______

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE SHASTA COUNTY EMPLOYEES ASSOCIATION SUPERVISORY UNIT WHICH COVERS THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2018, ARTICLE 13.8 VACATION AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive Memorandum of Understanding (MOU) with the Shasta County Employees Association (SCEA) Supervisory Unit on April 12, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta adopts an amendment to the MOU with the Shasta County Employees Association (SCEA) Supervisory Unit, which covers the period of January 1, 2016 through June 30, 2018, Article 13.8 Vacation, a copy of which is attached hereto and incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:  

__________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ________________________________
Deputy
13.8. **VACATION.**

A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. **Use of Vacation.**

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.

2. **Annual Payment.** During each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty (20) hours—in five (5) whole hour increments—of accrued vacation leave, ITSTO, or CTO so long as the following criteria are satisfied:
Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, ITSTO, or CTO is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, ITSTO, or CTO in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1) ITSTO
2) CTO
3) Vacation.

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the ITSTO, CTO or vacation would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Request for payment may be made in November or December of each year. Such payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year. Such payment shall be at the base hourly rate only, no add-ons.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.
13.8. VACATION.

A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. **Use of Vacation.**

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.

2. **Annual Payment.** Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty (20) hours- in five (5) whole hour increments - of accrued vacation leave, ITSTO, or CTO so long as the following criteria are satisfied:
• Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, ITSTO, or CTO is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, ITSTO, or CTO in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1) ITSTO
2) CTO
3) Vacation.

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the ITSTO, CTO or vacation would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.
RESOLUTION NO. 2017-______

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
TEAMSTERS LOCAL # 137- SHASTA COUNTY TRADES AND CRAFTS UNIT
WHICH COVERS THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2019,
ARTICLE 13.8 VACATION AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive Memorandum of Understanding (MOU) with the Teamsters Local # 137- Shasta County Trades and Crafts Unit on November 15, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta adopts an amendment to the MOU with the Teamsters Local # 137- Shasta County Trades and Crafts Unit, which covers the period of January 1, 2017 through December 31, 2019, Article 13.8 Vacation, a copy of which is attached hereto and incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ____________________________
Deputy
13.8. VACATION.

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Manual.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation.

1. Upon Separation. Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

2. Annual Payment. During each calendar year Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

-Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted.
above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Request for payment may be made in November or December of each year. Such payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year. Such payment shall be at the base hourly rate only, no add-ons.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
VACATION.

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Manual.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation.

1. Upon Separation. Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

2. Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

   - Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted...
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By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. **Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH UNITED
PUBLIC EMPLOYEES OF CALIFORNIA – GENERAL UNIT, WHICH COVERS THE
PERIOD MAY 1, 2016 THROUGH DECEMBER 31, 2019, ARTICLE 13.9 VACATION
AND IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive
Memorandum of Understanding (MOU) with the Shasta County United Public Employees of
California- General Unit on February 28, 2017.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of
Shasta adopts an amendment to the MOU with the Shasta County United Public Employees of
California- General Unit, which covers the period of May 1, 2016 through December 31, 2019,
Article 13.9 Vacation, a copy of which is attached hereto and incorporated herein by reference,
effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements
completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of
Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

_____________________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ______________________________
Deputy
13.9 VACATION

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation

(1) It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

(2) The maximum time limits for vacation accrual may be extended by the appointing authority according to standards in the Personnel Rules.

(3) All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation

(1) Upon Separation. Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.

(2) Annual Payment. Once during each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments – of accrued vacation leave, or compensatory time, so long as the following criteria are satisfied:
• Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

(0) . Request for payment may be made in July, October, or December of each calendar year. Such payment shall be made during the month of July, October, or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year. Only one such payment may be made per year. Such payment shall be at the base hourly rate only, no add-ons.

E.D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.
13.9 VACATION

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. Use of Vacation

(1) It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

(2) The maximum time limits for vacation accrual may be extended by the appointing authority according to standards in the Personnel Rules.

(3) All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation

(1) Upon Separation. Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.

(2) Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave, or compensatory time so long as the following criteria are satisfied:
Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.
RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH UNITED
EMPLOYEES OF CALIFORNIA – PROFESSIONAL UNIT, WHICH COVERS THE
PERIOD MAY 1, 2016 THROUGH APRIL 30, 2019, ARTICLE 13.9 VACATION AND
IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive
Memorandum of Understanding (MOU) with the United Public Employees of California-
Professional Unit on June 14, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of
Shasta adopts an amendment to the MOU with the United Public Employees of California-
Professional Unit, which covers the period of May 1, 2016 through April 30, 2019, Article 13.9
Vacation, a copy of which is attached hereto and incorporated herein by reference, effective
December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements
completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of
Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

______________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________________
Deputy
13.9. **VACATION**

A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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B. **Use of Vacation.**

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided; however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual may be extended by the appointing authority according to standards in the County Personnel Rules.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence (other than temporary military leave for a period not exceeding six months) shall be paid off for any accrued but unused vacation.
2. Annual Payment. During each calendar year, beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave, Attorney Time Off, or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, Attorney Time Off, or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, Attorney Time Off, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Attorney Time Off
2. Compensatory time off
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, Attorney Time Off, or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year. Payments shall be at the base hourly rate only, no add ons. Request for payment may be made in July, October, or December of each calendar year.
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D. **Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
13.9. **VACATION**

A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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<td>20</td>
<td>320</td>
</tr>
</tbody>
</table>

B. **Use of Vacation.**

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided; however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual may be extended by the appointing authority according to standards in the County Personnel Rules.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence (other than temporary military leave for a period not exceeding six months) shall be paid off for any accrued but unused vacation.
2. **Annual Payment.** Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave, Attorney Time Off, or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, Attorney Time Off, or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, Attorney Time Off, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Attorney Time Off
2. Compensatory time off
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, Attorney Time Off, or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

**D. Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his or her paid...
vacation, except as may be authorized by the appointing authority.
RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA ADOPTING AN AMENDMENT TO THE
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
DEPUTY SHERIFFS’ ASSOCIATION DEPUTY SHERIFFS, SARGEANT, AND
DISTRICT ATTORNEY INVESTIGATOR UNIT WHICH COVERS THE PERIOD
SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2018, ARTICLES 7 AND 14, AND
IMPLEMENTING THE PROVISIONS THEREOF

WHEREAS, the Shasta County Board of Supervisors adopted the Comprehensive
Memorandum of Understanding (MOU) with the Deputy Sheriffs’ Association Deputy Sheriffs,
Sergeant, and District Attorney Investigator Unit on September 20, 2016.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of
Shasta adopts an amendment to the MOU with the Deputy Sheriff’s Association Deputy Sheriffs,
Sergeant, and District Attorney Investigator Unit, which covers the period of September 1, 2016
through August 31, 2018, Articles 7, Overtime, and 14, Vacation, copies of which are attached
hereto and incorporated herein by reference, effective December 5, 2017, and

THEREFORE, BE IT FURTHER RESOLVED that this resolution implements
completely and in all respects those provisions of the above referenced amendment to the MOU.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of
Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

__________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________
Deputy
ARTICLE 14. VACATION

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of twelve (12) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Hours Accrued Per Hour</th>
<th>Equivalent 8-Hour Days Per Year</th>
<th>Maximum Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 3</td>
<td>.0385</td>
<td>10</td>
<td>160</td>
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<td>4 through 9</td>
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B. Use of Vacation.

1. The maximum vacation accrual shall be fifty-two (52) times the biweekly rate of accrual.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head; provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

C. Vacation Scheduling.

1. Within the Sheriff’s Office, written bids for vacation shall be solicited from employees during the month of February of each year. Conflicts between requests for vacation in accordance with this section shall be resolved in favor of the bargaining unit employee with greater department seniority.

2. Requests for vacation submitted outside of the February bidding period, shall not be permitted to take precedence over requests of other employees whose bids were submitted and approved in February, regardless of seniority.

3. The following Sheriff’s Office work units shall be considered as separate work units for vacation scheduling purposes: Burney Station, Patrol operations, Shasta Lake City operation, Major Crimes, Boating Safety, Civil Unit and Services Division.
4. When an individual employee’s choice of vacation date is impractical because of emergency or other interference with legitimate operating needs of the department, reasonable exceptions may be made in accordance with such service requirements.

5. Requests for vacation shall not be unreasonably denied.

D. Payment for Vacation/Holiday Credit Hours/Compensatory Time.

1. Upon Separation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules shall be paid off for any accrued but unused vacation.

2. Annual Payment. During each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose to receive payment for up to twenty-four (240) hours – in five (5) whole hour increments – of accrued vacation leave, holiday credit hours, or compensatory time – so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or
compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

Such payment shall be made during the month of December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year. Additionally, an employee may receive payment for additional accrued compensatory time per Article 7, Section C.7. All paid leave pursuant to this section shall be for salary only; no additional pay components are included.

F. Working for County During Vacation. No person shall be compensated for County work in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.

G. F.
ARTICLE 14. VACATION

A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of twelve (12) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head; provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

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1. Within the Sheriff’s Office, written bids for vacation shall be solicited from employees during the month of February of each year. Conflicts between requests for vacation in accordance with this section shall be resolved in favor of the bargaining unit employee with greater department seniority.

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3. The following Sheriff’s Office work units shall be considered as separate work units for vacation scheduling purposes: Burney Station, Patrol operations, Shasta Lake City operation, Major Crimes, Boating Safety, Civil Unit and Services Division.
4. When an individual employee’s choice of vacation date is impractical because of emergency or other interference with legitimate operating needs of the department, reasonable exceptions may be made in accordance with such service requirements.

5. Requests for vacation shall not be unreasonably denied.

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1. Upon Separation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules shall be paid off for any accrued but unused vacation.

2. Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to forty (40) hours – in five (5) whole hour increments - of accrued vacation leave, holiday credit hours, or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

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1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time would be cashed out, the employee will be deemed to have waived
their right and will not be eligible to cash out any such leave in the following calendar year.

E. **Working for County During Vacation.** No person shall be compensated for County work in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.
ARTICLE 7.  OVERTIME

A. If, in the judgment of the Department Head, work beyond the assigned work period is required of a regular full-time employee, such overtime worked shall be compensated for as follows:

1. Sheriff’s Office Employees: Deputy Sheriff Trainee, Deputy Sheriff-Entry Level, Deputy Sheriff-Journey Level/Lateral, and Sergeant. Employees have the option to receive time and one-half (1-1/2) pay or Compensatory Time Off (CTO) at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee’s assigned work shift (of at least eight hours) or eighty (80) hours in a fourteen (14) day work period; provided further, that such employees shall receive cash payment for overtime accrued in excess of eighty (80) overtime hours (one hundred twenty [120] straight-time hours).

2. District Attorney: District Attorney’s Investigator and Supervising District Attorney’s Investigator. Employees shall be entitled to overtime compensation at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee’s assigned work shift (of at least eight hours) or forty (40) hours in a seven (7) day work period. Employees shall be entitled to CTO as overtime compensation; however, the employee may alternatively receive pay at the discretion of the Department Head based on operational needs. CTO shall be accumulated at a rate of one and one-half (1-1/2) times their hourly rate as overtime compensation. CTO may be accumulated up to one hundred twenty (120) hours (eighty hours at time-and-one-half). Accumulated CTO shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.

3. Overtime Eligibility. Only hours worked may be used to determine eligibility for overtime. Hours worked shall be deemed to include: Travel time as required by Fair Labor Standards Act (FLSA), required jury duty, vacation (approved per Article 14, Section B.3), credit holiday time off, required off-shift training meetings, actual time in court appearances, and shooting practice required by the Department.

B. Compensatory Time Off (CTO). Accrued CTO may be used upon approval of the Department Head, or his/her designee.

1. Policy. It shall be the policy of the Shasta County Sheriff’s Office to allow employees to use CTO accrued under the FLSA within a reasonable period after the employee makes the request if the use of the CTO does not unduly disrupt the operations of the Sheriff’s Office. In addition, the Sheriff may designate the taking of CTO when conditions allow.
2. Purpose. The purpose of this policy is to establish a procedure to be followed by employees in requesting the use of CTO accrued under the FLSA. The Shasta County Sheriff’s Office will give consideration to all requests for the use of CTO.

C. Procedure.

1. CTO must have been earned and recorded prior to the beginning of the pay period in which it is taken.

2. Requests for CTO shall be made within a reasonable period in advance of the requested date of the time off. The Sheriff’s Office reserves the right to deny a request for use of CTO if the request was not made within a reasonable period of time in advance of the date requested. Whether a request for CTO has been made within a reasonable period will be determined by considering the customary work practices within the Sheriff’s Office based on the facts and circumstances of each case. These work practices include, but are not limited to:
   a. The normal schedule of work;
   b. Anticipated peak workloads based on past experience;
   c. Emergency requirements for staff and services;
   d. The availability of qualified substitute staff; and
   e. As a general rule, requests for CTO shall be made to the member’s supervisor at least one (1) work week, i.e. five (5) work days in advance of the requested date of the time off.

3. Requests for time off made with less than five (5) work days’ notice will be considered on a case-by-case basis. The requesting member shall provide an explanation for the short notice of the request.

4. If the request for the use of CTO was made within a reasonable period of time in advance of the date requested, the supervisor will grant the use of the CTO unless it unduly disrupts the operations of the Sheriff’s Office. To be an “undue disruption,” the supervisor must reasonably, and in good faith, anticipate that the use of CTO would impose an unreasonable burden on the Sheriff’s Office’s ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the member’s services. The supervisor should take into consideration such factors as minimum staffing levels, anticipated workloads, emergency requirements for staff and services during the time in question, and the availability of qualified substitute staff. Mere inconvenience is an insufficient basis for denial of a request for CTO. Supervisors and staff members are encouraged to assist each other in meeting organizational needs.
5. A request for the use of CTO may not be denied on the sole basis that another member will be required to work overtime to cover the shift. If overtime is required, the supervisor shall post the overtime shift for sign up to back fill the position. Staff members making requests for CTO are encouraged to assist the supervisor by having the name of a staff member willing to fill the overtime position at the time the request for CTO is made. The supervisor shall have the final authorization on the selection process.

6. Approval of a request to use CTO may be revoked at any time by the Sheriff’s Office if circumstances change such that the use of CTO on a given date will, in the judgment of the Sheriff, or his/her designee, unduly disrupt the operations of the Sheriff’s Office.

7. Employees may be required, at the discretion of the Sheriff, or his/her designee, to use CTO.

   Hours designated for CTO in excess of the maximum accruals shall be paid in cash at the appropriate rate. Upon separation from County employment, employees shall be entitled to payment for accrued compensatory time. During an annual window period established by the Department Head, employees may request pay for up to twenty (20) hours of their accrued compensatory time at base pay, no add-ons. It is the Department Head’s discretion, based upon budgeted funds identified to grant as available for that purpose, to grant some, all, or none of the hours requested. It is the intention of the parties that the Department Head retain maximum discretion but that such decision to offer the payoff of CTO is made in a nondiscriminatory manner. The decision of the Department Head shall be final and not subject to the Grievance Procedure of this Agreement.

D. Second Contiguous Shift Worked.

   Employees shall be eligible for time and one-half (1-1/2) for time worked on the second of two (2) contiguous shifts to which assigned.
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A. If, in the judgment of the Department Head, work beyond the assigned work period is required of a regular full-time employee, such overtime worked shall be compensated for as follows:

1. Sheriff’s Office Employees: Deputy Sheriff Trainee, Deputy Sheriff-Entry Level, Deputy Sheriff-Journey Level/Lateral, and Sergeant. Employees have the option to receive time and one-half (1-1/2) pay or Compensatory Time Off (CTO) at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee’s assigned work shift (of at least eight hours) or eighty (80) hours in a fourteen (14) day work period; provided further, that such employees shall receive cash payment for overtime accrued in excess of eighty (80) overtime hours (one hundred twenty [120] straight-time hours).

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2. Purpose. The purpose of this policy is to establish a procedure to be followed by employees in requesting the use of CTO accrued under the FLSA. The Shasta County Sheriff’s Office will give consideration to all requests for the use of CTO.

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1. CTO must have been earned and recorded prior to the beginning of the pay period in which it is taken.

2. Requests for CTO shall be made within a reasonable period in advance of the requested date of the time off. The Sheriff’s Office reserves the right to deny a request for use of CTO if the request was not made within a reasonable period of time in advance of the date requested. Whether a request for CTO has been made within a reasonable period will be determined by considering the customary work practices within the Sheriff’s Office based on the facts and circumstances of each case. These work practices include, but are not limited to:

   a. The normal schedule of work;
   b. Anticipated peak workloads based on past experience;
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   d. The availability of qualified substitute staff; and
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6. Approval of a request to use CTO may be revoked at any time by the Sheriff’s Office if circumstances change such that the use of CTO on a given date will, in the judgment of the Sheriff, or his/her designee, unduly disrupt the operations of the Sheriff’s Office.

7. Employees may be required, at the discretion of the Sheriff, or his/her designee, to use CTO.

   Hours designated for CTO in excess of the maximum accruals shall be paid in cash at the appropriate rate. Upon separation from County employment, employees shall be entitled to payment for accrued compensatory time.

D. Second Contiguous Shift Worked.

   Employees shall be eligible for time and one-half (1-1/2) for time worked on the second of two (2) contiguous shifts to which assigned.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - General Government-11.

SUBJECT:

Salary Resolution which amends the Shasta County Salary Schedule for the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant job classifications.

DEPARTMENT: Support Services-Personnel

Supervisorial District No.: ALL

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

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

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
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RECOMMENDATION

Adopt a Salary Resolution, effective December 10, 2017, which amends the Salary Schedule as follows: (1) Moves the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant job classifications from the United Public Employees of California (UPEC)-General bargaining unit to the UPEC - Professional bargaining unit.

SUMMARY

N/A

DISCUSSION

The proposed recommendation is a modification to the Shasta County Salary Schedule. The modification was requested by the UPEC- General bargaining unit and researched by the Department of Support Services. The Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant job classifications meet the definition of “professional employee” as defined in the Meyers Milias Brown Act as well as in Shasta County Resolution No. 97-154, as Licensed Physical Therapy Assistants and Certified Occupational Therapy Assistants must complete a recognized course of instruction approved by the Physical Therapy Board of California and American Occupational Therapy Association, respectively, and engage in work requiring specialized knowledge and skills.

ALTERNATIVES

The Board may choose to not approve the recommendations in whole or in part; however, this is not recommended as this modification aligns the job duties and educational requirements for the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant classifications with the appropriate bargaining unit. Extensive research and analysis was conducted by and between the UPEC- General and Professional bargaining units and the Department of Support Services-Personnel.
OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed by the UPEC General and Professional bargaining units and they concur with this recommendation.

FINANCING

There are no financial impacts for this proposed change.

cc: Larry Lees, County Executive Officer
    Terri Howat, County Chief Financial Officer
    Laura Sumner, Administrative Analyst I
    Elaine Grossman, Senior Administrative Analyst
    Shelley Forbes, Assist. Director of Support Services
    Melissa Merritt, Agency Staff Serv. Analyst II- Conf.
    Kari Hallstrom, Agency Staff Serv. Analyst II- Conf.
    Linda Mekelberg, Personnel Assistant- Conf.
    Melissa Mansfield, Personnel Assistant- Conf.
    Sherri Jenkins, Managing Acct. Auditor
    Debra Edwards, Accountant Auditor III- Conf.
    Chris Darker, UPEC, Business Manager
    Steve Allen, UPEC-General; UPEC-Professional Representative
    Ron Copeland, UPEC–General; UPEC-Professional Representative

ATTACHMENTS:

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<tr>
<th>Description</th>
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</tr>
<tr>
<td>UPEC Professional Letter</td>
<td>11/30/2017</td>
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SALARY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY SALARY SCHEDULE

BE IT RESOLVED that effective December 10, 2017, the following amendment is made to the Shasta County Salary Schedule for the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant positions in County service:

<table>
<thead>
<tr>
<th>Footnotes</th>
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DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:  

DAVID A. KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California  

ATTEST:  

LAWRENCE G. LEES  
Clerk of the Board of Supervisors  

By ________________________________  
Deputy  

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Letter of Understanding to Amend Job Classifications

2016-2019 Memorandum of Understanding (MOU)

Between the

County of Shasta

and the

United Public Employees of California (UPEC) - General Unit

The parties listed above hereby agree to amend Attachments C & D of the MCU to remove the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant classifications from inclusion in the UPEC- General Unit.

For the County:

[Signature]
Angela Davis,
Director of Support Services

For the Union:

[Signature]
Ron Copeland,
Labor Representative

[Signature]
Chris Darker,
Business Manager

Date 11/28/2017

Date 11/21/17
Letter of Understanding to Amend Job Classifications
2016-2019 Memorandum of Understanding (MOU)
Between the
County of Shasta
and the
United Public Employees of California (UPEC) - Professional Unit

The parties listed above hereby agree to amend Attachments C & D of the MOU to include the Certified Occupational Therapy Assistant and Licensed Physical Therapy Assistant classifications in the UPEC-Professional Unit.

For the County:

Angela Davis,  
Director of Support Services

For the Union:

Ron Copeland,  
Labor Representative

Chris Darker,  
Business Manager

11/28/2017
Date

11/21/17
Date
Salary Resolution amending the Shasta County Salary Schedule for Confidential classifications in County service.

**DEPARTMENT:** Support Services-Personnel

**Supervisorial District No.** All

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

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

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**RECOMMENDATION**

Adopt a Salary Resolution which: (1) Repeals Salary Resolution No. 1488 adopted by the Board of Supervisors on June 21, 2016; and (2) amends the effective date of the wage adjustment for all Confidential classifications from June 24, 2018 to April 29, 2018.

**SUMMARY**

N/A

**DISCUSSION**

It is recommended that the Board adopt a salary resolution for Confidential classifications which amends the effective date for the previously adopted 2018 wage increase only (adopted on June 21, 2016, Salary Resolution NO. 1488) from June 24, 2018 to April 29, 2018. The adjustment to the 2018 wage increase effective date will maintain the required salary range distribution of the Confidential classifications. The 2016 and 2017 wage increases have been implemented and will not be modified. This action requires Salary Resolution NO. 1488 adopted by the Board of Supervisors on June 21, 2016 to be repealed.

The recommended salary resolution specifies wage increases as follows: (1) Effective the pay period beginning with June 26, 2016, specified employee salaries will be increased by three percent (3%); (2) effective the pay period beginning with June 25, 2017, specified employee salaries will be increased by three percent (3%); and (3) effective the pay period beginning with April 29, 2018, specified employee salaries will be increased by two percent (2%).

**ALTERNATIVES**

The Board may choose to not adopt the salary resolution. This is not recommended as the proposed recommendation will
maintain the required salary range distribution of the Confidential classifications.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed by the County Administrative Office.

FINANCING

The impacted departments will budget the expense in their respective budgets. There is no additional General Fund impact with approval of this recommendation.

cc: Larry Lees, County Executive Officer
    Terri Howat, County Chief Financial Officer
    Brian Muir, Auditor-Controller
    Sherri Jenkins, Managing Accountant-Auditor
    Shelley Forbes, Assistant Director of Support Services
    Melissa Merritt, Agency Staff Services Analyst II-Conf
    Kari Hallstrom, Agency Staff Services Analyst II-Conf
    Linda Mekelburg, Personnel Assistant-Conf
    Melissa Mansfield, Personnel Assistant-Conf
    Clint Hudson, Personnel Assistant-Conf

ATTACHMENTS:

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SALARY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE COUNTY SALARY SCHEDULE

BE IT RESOLVED that Salary Resolution No. 1488 adopted by the Board of Supervisors on June 21, 2016, is hereby repealed;

BE IT FURTHER RESOLVED that effective June 26, 2016 the following amendments are made to the County Salary Schedule for positions in the County service:

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Salary Resolution
December 5, 2017
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Salary Resolution
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BE IT FURTHER RESOLVED that effective June 25, 2017, the following amendments are made to the County Salary Schedule for positions in the County service:

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**CLASSIFIED**

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Salary Resolution
December 5, 2017
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Duly passed and adopted this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES: [List of names]
NOES: [List of names]
ABSENT: [List of names]
ABSTAIN: [List of names]
RECUSE: [List of names]

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ___________________________
Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
Agreement with Gold Home for Residential Care Facility Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No.: ALL

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

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

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RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with The Gold Home in an amount not to exceed $870,400 to provide residential care facility services for the period date of signing through June 30, 2020.

SUMMARY

This proposed agreement will allow Gold Home to provide residential care facility services within a board and care setting to support Shasta County individuals with severe and persistent mental illness in the least restrictive environment possible.

DISCUSSION

The Gold Home is an Assisted Living Facility located in Orangevale, CA and is licensed with the State of California Community Care Licensing which can provide 24-hour residential care, as needed, to individuals with both mental illness and co-occurring health/medical conditions. Assisted Living Facilities can offer mental health clients a less restricted level of housing and care than a locked facility such as an Institution of Mental Disease, state hospital, or acute psychiatric hospital. Facilities, such as The Gold Home, provide assistance with daily living activities, including monitoring for medication compliance, recreational opportunities, and transportation to medical appointments and/or other activities in the community. The Gold Home works closely with Shasta County staff to review and monitor the progress of each client toward their treatment goals. Out of county placements occur only when no other board and care beds are available locally, including those situations when there is a specialty need severely limiting options. Under the terms of the agreement, Health and Human Services Agency (HHSA) Adult Services staff will provide referral, authorization, and reauthorization for approved clients residing and receiving treatment at Gold Home. The agreement also allows for minor amendments, including retroactive and prospective rate changes, as long as the intent of the agreement and the maximum compensation are not changed.

ALTERNATIVES

The Board could choose not to approve the agreement or to approve with modified terms.
OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum amount payable under the proposed agreement is $870,400 for the entire term of the agreement. The department’s Fiscal Year 2017-18 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. Costs are on a fee-for-service basis and only incurred when a Shasta County resident is authorized by the County for residential care home services. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

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PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND GOLD HOME

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 The Gold Home, a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the purpose of providing care and supervision in a Residential Care Facility for the Elderly (RCFE).

Section 1. DEFINITIONS.

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

A. Clients of County are persons identified by County and enrolled in County Mental Health and/or drug and alcohol services.

B. Client Service Plan is a plan developed with input from the Client, the County case manager, and the Contractor to address key services required by the Client regarding housing, health, recreation, self-care, medications, and other issues specific to the Client that relate to placement in the Contractor’s facility.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

A. Clients of County ("Clients") may be placed by County in Contractor’s facility at 6029 Dahboy Way, Orangevale, CA ("Facility") to receive RCFE services upon referral of the Client by County and the acceptance of Client by Contractor. Upon such placement Contractor shall:

1. Comply with the licensing requirements for Residential Care Facilities for the Elderly as delineated in California Code of Regulations ("CCR"), Title 22, Division 6, Chapter 8 and maintain license continuously during the term of this agreement.

2. Meet with County and Clients to develop Client service plans.

3. Provide care and supervision to Clients This care involves, but is not limited to, assistance as needed with activities of daily living (dressing, grooming, bathing, and other personal hygiene); assistance with taking medication; arrangement of and assistance with procurement of medical and dental care; supervision of Client’s activities; maintenance and supervision of Client’s property; and monitoring food intake or special diets.

4. Provide psychiatric services to Clients in accordance with levels of care as set forth in EXHIBIT A, attached and incorporated herein. Determination of levels of care for each Client shall be made by County in consultation with Provider. County shall make the final determination.

5. Maintain the bathroom fixtures, floor coverings, décor and furnishings at Facility. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains and hazards.

6. 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.
7. As requested by County, make in-house documentation of referred Clients available for review by County staff.

8. Allow County reasonable access to: (1) all areas of Contractor’s Facility 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.

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.”

Section 3. RESPONSIBILITIES OF COUNTY.

County shall:

A. Refer Clients to Contractor for placement in the Facility. County will only compensate Contractor for the provision of services under this agreement pursuant to the prior written authorization by County. So long as a particular Client remains at the Facility, the authorization for services at the Facility for that Client shall be reviewed by County, at least once every six months.

B. Compensate Contractor as prescribed in sections 4 and 5 of this agreement and monitor the outcomes achieved by Contractor.

C. County shall monitor and evaluate the performance of Contractor throughout the term of this agreement.

Section 4. COMPENSATION.

A. In consideration of the services rendered by the Contractor pursuant to this agreement, County shall pay Contractor on a monthly basis for services at the difference between Contractor’s monthly rate, less all revenue, interest, and return resulting for third party billing, including payments from Client’s payee and Client’s Share of Cost which will be billed to Client by Contractor. This negotiated rate for individual Client bed use shall not exceed rates as defined in EXHIBIT A. If services are provided for less than a full month, payment for services shall be prorated, excluding the date of discharge based on the negotiated rate for the Client. Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of 10 days per month and is allowable only if the County determines the following conditions are met:

1. The Client’s absence(s) is(are) consistent with the Client’s service and treatment plans;
2. The Client’s absence(s) is(are) necessary for the Client’s progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;

3. The Client’s absence(s) is(are) planned or anticipated; and

4. The Client’s absence(s), as well as the purpose(s) of the absence, is(are) documented.

B. Notwithstanding the above, payment to Contractor for days during a particular month when a Client is temporarily absent, due to acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in the CCR, Title 9, section 663, is limited to 10 days per month, unless otherwise authorized by County in advance and in writing. Payment for the days the Client is temporarily absent due to the reasons described in this provision (Section 3.A.), is allowable if such treatment is necessary as determined by County for the Client to return to the level of care furnished by Contractor pursuant to this agreement, (i.e., in a residential facility), and if the purpose(s) is(are) documented in writing by Contractor.

C. In no event shall the maximum compensation exceed $870,400 during the term of the agreement, including the renewal period pursuant to section 5.

D. 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 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 shall include: (1) names of Clients with each Client’s admission and/or discharge date; and (2) number of days utilized by each Client pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor’s correct and approved billhead or invoice. For purposes of effectuating payment of compensation this provision shall survive the termination or expiration of this agreement.

B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. **TERM OF AGREEMENT.**

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

B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify 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 Health and Human Services Agency (“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. However, minor amendments, including retroactive and prospective rate changes, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County’s standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

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

Section 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 insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor’s compensation. Contractor shall not be eligible for coverage under County’s workers’ compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor’s assigned personnel under the terms and conditions of this agreement.

Section 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 insurance necessary to protect the County and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; 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 employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.
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 Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

4. Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

   "Separation of Insureds.
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each suit insured against whom a claim is made or suit is brought."

5. Contractor shall provide the County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.

6. The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time
during the term of this agreement, Contractor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

(8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 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. 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, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or
compensation received by Contractor under this agreement shall be used to provide
direct, immediate, or substantial support to any religious activity.

E. In addition to any other provisions of this agreement, Contractor shall be solely
responsible for any and all damages caused, and/or penalties levied, as the result of
Contractor 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 five years after County makes final payment hereunder.
This provision shall survive the termination, expiration, or cancellation of this
agreement.

B. Contractor shall maintain appropriate records to insure a proper accounting of all funds
and expenditures pertaining to the work performed or the services provided pursuant
to this agreement. Contractor shall maintain records providing information that
account for all funds and expenses related to the provision of services provided
pursuant to this agreement. Access to these records shall be provided to County during
working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by
County, and upon request of state and federal agencies charged with the administration
of programs related to the work or services to be provided pursuant to this agreement.

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

Section 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
Attn: Contracts Unit
P.O. Box 496005
Redding, CA 96049-6005
Phone: 530-225-5900
Fax: 530-225-5977

If to Contractor: Gina Mariut
Gold Home
6029 Dahboy Way
Orangevale, CA 95662
Phone: 916-987-7368
Gena: 916-532-1252

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.

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 PATIENT INFORMATION.**
All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant’s employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code and Civil Code section 56.10. All applicable regulations and statutes relating to patients’ rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.
Section 28. CONFIDENTIALITY OF CLIENT INFORMATION.

Contractor shall comply with, and require all of Contractor’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 29. OBLIGATIONS.

The terms and conditions of this agreement shall not insure to the benefit of any person or entity not a signatory to this agreement. Contractor recognizes that County is under no obligation to refer any Clients to the Facility.

Section 30. 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.

[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: ____________________________

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: ____________________________
Deputy

RISK MANAGEMENT APPROVAL

By: ____________________________
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 11/15/17

Peter Mariut
President

Date: 11/15/17

Gina Mariut
Secretary

Tax I.D. #: On File
Exhibit A
LEVELS OF CARE

LEVEL 1- $279 daily rate includes:
One Psychiatry and Psychology visit monthly
Medically diagnosed mental health conditions including (but not limited to) delusions, hallucinations, and moods swings

LEVEL 2- $411 daily rate includes-
One Psychiatry and Psychology visit monthly
Chronic mental conditions (but not limited to) Parkinson’s, Schizophrenia, Dementia, Depression, Paranoia, Psychosis, and Bipolar
Aggression with all staff and others, resistive to ADL's
Wandering behavior, and Sun downing
Suicidal and Homicidal thoughts

LEVEL 3 - $542 daily rate includes-
One Psychiatry and Psychology visit monthly
Chronic mental conditions (but not limited to) Parkinson’s, Schizophrenia, Dementia, Depression, Paranoia, Psychosis, and Bipolar
Aggression with all staff and others, resistive to ADL's
Wandering behavior, and Sun downing
Suicidal and Homicidal thoughts
Screaming uncontrollably
Combativeness
1 on 1 supervision for wandering, abusive behavior and destruction of property

LEVEL 4 - $592 daily rate includes-
One Psychiatry and Psychology visit monthly
Chronic mental conditions (but not limited to) Parkinson’s, Schizophrenia, Dementia, Depression, Paranoia, Psychosis, and Bipolar
Aggression with all staff and others, resistive to ADL's
Wandering behavior, and Sun downing
Suicidal and Homicidal thoughts
Screaming uncontrollably
Combativeness
1 on 1 supervision for wandering, abusive behavior and destruction of property
Hospice Care
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - Health and Human Services-14.

SUBJECT:
Agreement with the State of California Department of Health Care Services (DHCS) for Substance Use Disorder Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisorial District No. : ALL

DEPARTMENT CONTACT: Dean True, Select Title, HHSA Adult Services, (530) 225-5900

STAFF REPORT APPROVED BY: Dean True, Select Title, HHSA Adult Services

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<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Approve and authorize: (1) The Chairman to sign: (a) a retroactive renewal revenue agreement, No. 17-94105, with California Department of Health Care Services in an amount not to exceed $4,669,851 for the delivery of alcohol and other drug treatment and prevention services for the period July 1, 2017 through June 30, 2020; (b) the Certification Regarding Lobbying; (c) the Contractor Certification Clauses Form; and (d) the California Civil Rights Laws Certification; and (2) the Director of the Health and Human Services Agency (HHSA), or any HHSA Branch Director designated by the HHSA Director, to sign prospective and retroactive amendments to the agreement that result in a change in compensation of no more than $155,662 per fiscal year and other related documents that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, Shasta County Contracts Manual.

SUMMARY

Approval of this agreement assures Shasta County will continue to receive federal and state funds designated for the provision of alcohol and other drug treatment and prevention services from fiscal year (“FY”) 2017-18 through FY 2019-20.

DISCUSSION

Since FY 1998-99, Shasta County has entered into consecutive multi-year agreements with the State of California for the delivery of alcohol and other drug treatment and prevention services. This new agreement, with the California Department of Health Care Services, is the mechanism by which the County receives Federal and State funds for the delivery of alcohol and other drug treatment and prevention services. This agreement is required for Shasta County to continue to receive this funding. The amount payable through this agreement is $1,556,617 per fiscal year for a maximum of $4,669,851 for the entire term of the agreement. As the total allocation in each fiscal year is based on preliminary estimates, amendments to the agreement will be developed by the State following adoption of each fiscal year’s State budget. Extending limited signature authority to HHSA for amendments will allow for flexibility and process efficiencies. The retroactive nature of this agreement is due primarily to the agreement not being sent to Shasta by DHCS until September of this year.

ALTERNATIVES
The Board could choose not to approve the agreement; however, this option is not recommended as it would limit available reimbursement to support alcohol and other drug treatment and prevention services to residents of Shasta County.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The total amount of funding available to Shasta County under the terms of this agreement is $4,669,851 payable in the amount of $1,556,617 per fiscal year. Associated revenue and expenditures are included in the FY 2017-18 Adopted Budget and will be included in future requested budgets. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

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<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>Agreement NO. 17-94105</td>
<td>11/22/2017</td>
<td>Agreement NO. 17-94105</td>
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</table>
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213_DHCS (Rev 06/16)

REGISTRATION NUMBER AGREEMENT NUMBER
17-94105

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

CONTRACTOR'S NAME (Also referred to as Contractor)
County of Shasta

2. The term of this Agreement is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Agreement is: $4,669,851

Four Million, Six Hundred Sixty-Nine Thousand, Eight Hundred Fifty-One Dollars

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

- Exhibit A - Scope of Work
- Exhibit A, Attachment I - Program Specifications
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit B, Attachment I - Funding Amounts
- Exhibit C * - General Terms and Conditions
- Exhibit D (F) - Special Terms and Conditions
- Exhibit E - Additional Provisions
- Exhibit F - Privacy and Information Security Provisions
- Exhibit F, Attachment I - Social Security Administration Agreement

RISK MANAGEMENT APPROVAL
BY: James Johnson
Risk Management Analyst

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

CONTRACTOR
California Department of General Services Use Only

STATE OF CALIFORNIA
Department of Health Care Services

AGENCY NAME

PRINTED NAME AND TITLE OF PERSON SIGNING
David A. Kehoe, Chairman, Board of Supervisors
ADDRESS
P.O. Box 496005
Redding, CA 96049-6005

PRINTED NAME AND TITLE OF PERSON SIGNING
Don Rodriguez, Chief, Contract Management Unit
ADDRESS
1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413

Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor’s service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 - 14021.53, and 14124.20 - 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

2. Service Location

The services shall be performed at applicable Drug Medi-Cal certified facilities in the County of Shasta.

3. Service Hours

The services shall be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

<table>
<thead>
<tr>
<th>Department of Health Care Services</th>
<th>County of Shasta</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract/Grant Manager: Sandy Yien</td>
<td>Donnell Ewert, MPH, Director of Mental Health</td>
</tr>
<tr>
<td>Telephone: (916) 327-2757</td>
<td>Telephone: (530) 245-6269</td>
</tr>
<tr>
<td>Fax: (916) 322-1176</td>
<td>Fax: (530) 225-5903</td>
</tr>
<tr>
<td>Email: <a href="mailto:Sandy.Yien@dhcs.ca.gov">Sandy.Yien@dhcs.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

...
B. Direct all inquiries to:

<table>
<thead>
<tr>
<th>Department of Health Care Services</th>
<th>County of Shasta</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Health Care Services</td>
<td>Shasta Behavioral Health Care Services</td>
</tr>
<tr>
<td>SUD PPFD - PSGMB</td>
<td>Attention: Donnell Ewert, MPH, Director</td>
</tr>
<tr>
<td>Attention: Robert Strom</td>
<td>of Mental Health</td>
</tr>
<tr>
<td>Mail Station Code 2624</td>
<td>P.O. Box 496005</td>
</tr>
<tr>
<td>P.O. Box 997413</td>
<td>Redding, CA 96001</td>
</tr>
<tr>
<td>Sacramento, CA, 95899-7777</td>
<td>Telephone: (530) 245-6269</td>
</tr>
<tr>
<td>Telephone: (916) 327-2701</td>
<td>Fax: (530) 225-5903</td>
</tr>
<tr>
<td>Fax: (916) 323-1176</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Robert_Strom@dhcs.ca.gov">Robert_Strom@dhcs.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. **Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

6. **See Exhibit A, Attachment I, for a detailed description of the services to be performed.**
Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

A. This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.

D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

Section 2: Covered Services

A. Covered Services

1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

   a) Outpatient drug-free treatment

   b) Narcotic replacement therapy

   c) Naltrexone treatment

   d) Intensive Outpatient Treatment

   e) Perinatal Residential Substance Abuse Services (excluding room and board)

2. In accordance with W&I Code, Section 14124.22, in addition to Narcotic Treatment Program (NTP) services, an NTP provider that is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those

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plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a NTP provider may be provided within the Medi-Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to W&I Code, Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

a) Medical treatment visits
b) Diagnostic blood, urine, and X-rays
c) Psychological and psychiatric tests and services
d) Quantitative blood and urine toxicology assays
e) Medical supplies

An NTP provider, enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.


5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women and (2) youth under age 21 who are eligible under the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Program.

a) If DMC services are provided to minor consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.

a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
b) Contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).

c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.

2. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries’ county of residence.

3. The failure of the Contractor, or its subcontractors, to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit A, Attachment I, Part II, Section B, shall apply.

C. Payment for Services

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation Funds (FFP) and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify Contractor and allow Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.

3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of DHCS, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for DMC services and surrender its authority to function as the administrator of covered services in its service area.

4. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. DHCS will certify eligible providers to participate in the DMC program.
2. DHCS shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.

3. The Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. The Contractor’s subcontracts shall require that providers comply with the following regulations and guidelines:
   a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
   b) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
   c) Minimum Quality Treatment Standards, (Document 2F(a))
   d) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
   e) Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

   In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider’s pending DMC certification application within 35 days of receiving notification from the provider. The Contractor must ensure that a new DMC certification application is submitted to PED reflecting the change.

6. Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a provider’s intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application must be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

7. If, at any time, a subcontractor’s license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor must notify DHCS Program Support and Grants Management Branch by e-mail at DHCSMPF@dhcs.ca.gov within two business days of learning of the revocation, suspension, modification, or non-renewal.
   a) A provider’s certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medical fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.
B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.

2. DHCS may allow the provider to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code, Sections 14043.37, 14043.4, and 14043.7.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

   DHCS shall monitor the Contractor’s operations for compliance with the provisions of this Contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as DHCS deems appropriate, at any time during the Contractor’s or facility’s normal business hours. When monitoring activities identify areas of non-compliance, DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. Postservice Postpayment Utilization Reviews

   a) After the DMC services have been rendered and paid, DHCS shall conduct Postservice Postpayment (PSPP) Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations and program coverage after services are rendered and the claim paid.

   b) DHCS shall issue the PSPP report to the Contractor with a copy to any subcontracted DMC provider. The Contractor shall be responsible for ensuring their subcontracted providers and county-run program’s deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.

   c) DHCS shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the provider shall be required to submit a Corrective Action Plan (CAP) to the Contractor for review and approval prior to submission to DHCS for final approval.
Exhibit A, Attachment I
Program Specifications

i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the
PSP review, whether or not a recovery of funds results, shall be corrected and
the entity that provided the services shall submit a Contractor-approved CAP to
the PSP Unit within 60 days of the date of the PSP report.

1) The plan shall:
   a. Address each demand for recovery of payment and/or programmatic
deficiency
   b. Provide a specific description of how the deficiency shall be corrected
   c. Specify the date of implementation of the corrective action
   d. Identify who will be responsible for correction and who will be responsible
      for on-going compliance

2) DHCS will provide written approval of the CAP to the Contractor with a copy to
the provider. If DHCS does not approve the CAP, DHCS will provide guidance
on the deficient areas and request an updated CAP from the Contractor with a
copy to the provider. The entity that provided the services must submit an
updated CAP to the DMC PSP Unit within 30 days of notification.

   If the entity that provided the services, does not submit a CAP, or, does not
implement the approved CAP provisions within the designated timeline, then
DHCS may withhold funds from the Contractor until the entity that provided the
services is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2).
DHCS shall inform the Contractor when funds will be withheld.

d) Contractor and/or subcontractor may appeal DMC dispositions concerning demands for
recovery of payment and/or programmatic deficiencies of specific claims. Such appeals
shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not
apply to those grievances or complaints arising from the financial findings of an audit or
examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of
this Contract.

e) DHCS shall monitor the subcontractor’s compliance with PSPP utilization review
requirements in accordance with Title 22. Contractor shall also monitor the
subcontractor’s compliance in accordance with Section 4, Paragraph (A)(2), of this
Contract. The federal government may also review the existence and effectiveness of
DHCS’s utilization review system.

f) Contractor shall implement and maintain compliance with the system of review
described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization,
quality, and appropriateness of covered services and ensuring that all applicable Medi-
Cal requirements are met.

g) Contractor shall assure that subcontractor sites keep a record of the clients/patients
being treated at each location. Contractor shall retain client records for a minimum of
three years after the completion of the final settlement process. When an audit by the
Federal Government or DHCS has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

a) Contractor shall ensure subcontractors receive training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS’s SUD Program, Policy and Fiscal Division (SUD PPFD) or the Contractor. Documented attendance of annual trainings offered by DHCS shall suffice to meet the requirements of this provision. Contractor shall report compliance to DHCS’ e-mail address SUDCOUNTYREPORTS@dhcs.ca.gov annually as part of the DHCS Contractor monitoring process.

b) Contractor may request additional technical assistance or training from SUD PPFD on an ad hoc basis.

B. Contractor Monitoring

1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:


b) Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS’s Performance Management Branch at:

Substance Use Disorders Program, Policy and Fiscal Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413:

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

Review reports shall be provided to DHCS within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PPFD.

c) Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that
each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.

d) Contractor must monitor and attest compliance and/or completion by providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) of this Exhibit as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049, as identified in this section, by Contractor must be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

e) Contractor shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary’s date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

a) Contractor shall ensure that all subcontractors receive training on the requirements of Title 22 regulations and DMC requirements at least annually. Documented attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A)(3) of this Contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider that surrenders its certification or closes its facility must be reported by the Contractor to DHCSMPF@dhcs.ca.gov within two business days of notification or discovery.

b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS’ County Monitoring Unit within two business days of notification or discovery.

4. Program Complaints

a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to the SUD Compliance Division, Complaints Unit within two business days of receipt as follows.

DMC Complaints are to be submitted to:

Department of Health Care Services
Substance Use Disorder Services
P.O. Box 997413
Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

b) Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS’s e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two business days of completion.

5. Record Retention

a) Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14124.1 and 42 CFR Section 433.32, and 22 CCR Section 51341.1.

6. Subcontract Termination

a) Contractor shall notify their assigned DHCS’ County Monitoring Unit analyst through e-mail of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two business days.

7. Corrective Action Plan

a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to Contractor for the provision of services, and/or termination of this Contract for cause.

b) Failure to comply with monitoring requirements shall result in:

i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.
1) The CAP shall include:
   a. A statement of the deficiency
   b. A list of action steps to be taken to correct the deficiency
   c. Target date for implementation of each corrective action
   d. Who will be responsible for correction and ongoing compliance

ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.

iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

A. Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider’s administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and 42 CFR Section 455.23. Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.
Part II - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of this Contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services this Contract shall be null and void.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

   c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use
any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary any reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

F. Counselor Certification

Any counselor or registrant 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 registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

G. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

I. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, “Youth Treatment Guidelines,” in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

J. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

K. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.


5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse


L. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

M. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.
N. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
   a) Materials explaining services available to the public
   b) Language assistance
   c) Language interpreter and translation services
   d) Video remote language interpreting services

O. Subcontract Provisions

Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

P. Participation of County Behavioral Health Director's Association of California

The County Alcohol and Other Drug (AOD) Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for alcohol and other drug abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.
Part III – Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor submits any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Year-End Cost Settlement Reports

Pursuant to W&I Code, Section 14124.24 (g) (1) Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted providers, by paper or electronic format, as prescribed by DHCS, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

B. Drug Medi-Cal Claims and Reports

Contractors or providers that bill DHCS or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with DHCS’s DMC Provider Billing Manual (Document 2G).

Contractors and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in DHCS’ DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS’ DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. Contractor shall submit the “Certified Expenditure” form, reflecting either: (1) the approved amount of the 837P claim file, after the claims have been adjudicated or (2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. Contractor shall submit the SHCS Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) to DHCS for each 837P transaction approved for reimbursement of the federal Medicaid funds.

2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

3. The following forms shall be prepared as needed and retained by the provider for review by DHCS:
Exhibit A, Attachment I
Program Specifications

a) Multiple Billing Override Certification (MC 6700), Document 2K.

b) Good Cause Certification (6065A), Document 2L(a).

c) Good Cause Certification (6065B), Document 2L(b).

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in this section above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I, Part I, Section 4, any of the Contractor's skilled professional medical and personnel directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS’ skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor’s written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d) (2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor’s skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

C. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

1. Contractor shall contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass DHCS re-certification prior to submitting data from a new or modified system.

3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.

5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

D. CalOMS-Tx General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx, and or meet other CalOMS-Tx data compliance requirements, Contractor shall report the problem in writing by secure, encrypted email to: DHCS by e-mail at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.

2. If DHCS experiences system or service failure, an extension equal to the number of business days will be granted for Contractor data submission.

3. Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
In instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent, which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by DHCS.

2. Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.

3. Contractor shall ensure that all applicable providers are enrolled in DHCS’ web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

4. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, encrypted email to: DHCS by e-mail at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a corrective action plan that is subject to review and approval by DHCS. A grace period of up to sixty days may be granted, at DHCS’ sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).

5. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.

6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

F. Failure to meet required reporting requirements shall result in:

1. DHCS shall issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.
Part IV – Definitions

Section 1 - General Definitions

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

A. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

B. “Contractor” means the county identified in the Standard Agreement or authorized by the County Board of Supervisors to administer SUD programs.

C. “Corrective Action Plan” (CAP)” means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

D. "County" means the county in which the Contractor physically provides covered SUD treatment services.

E. “County Realignment Funds” means Behavioral Health Subaccount funds received by the County as per Government Code Section 30025.

F. “Days” means calendar days, unless otherwise specified.

G. "Final Settlement" means permanent settlement of the Contractor’s actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

H. "Interim Settlement" means temporary settlement of actual allowable costs or expenditures reflected in the Contractor’s year-end cost settlement report.

I. “Key points of contact” means common points of access to substance use treatment services from the county, including but not limited to the county’s beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

J. "Maximum Payable" means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.

K. "Modality" means those necessary overall general service activities to provide SUD services as described in Division 10.5 of the HSC.

L. "Performance" means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use services hereunder.
M. "Revenue" means Contractor’s income from sources other than DHCS allocation.

N. “Service Area” means the geographical area under Contractor’s jurisdiction.

O. "Service Element" is the specific type of service performed within the more general service modalities.

P. “State” means the Department of Health Care Services or DHCS.

Q. "Utilization" means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, CCR Title 9, and/or CCR Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

A. "Administrative Costs" means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor’s overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller’s Office Handbook of Cost Plan Procedures.

B. “Authorization” is the approval process for DMC Services prior to the submission of a DMC claim.

C. "Beneficiary" means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.

D. “Certified Provider” means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by the DHCS to provide services as described in Title 22, California Code of Regulations, Section 51341.1.

E. "Covered Services" means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code, Section 14124.24, and California's Medicaid State Plan.

F. “Direct Provider Contract” means a contract established between the DHCS and a DMC certified provider entered into pursuant to this Agreement for the provision of DMC services.

G. "Drug Medi-Cal Program" means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.
H. “Drug Medi-Cal Termination of Certification” means the provider is no longer certified to participate in the DMC program upon DHCS issuance of a DMC certification termination notice.

I. "Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)" means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

J. “Federal Financial Participation (FFP)” means the share of Federal Medicaid funds for reimbursement of DMC services.

K. "Medical Necessity" means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.

L. "Minor Consent DMC Services" are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.

M. “Narcotic Treatment Program” means an outpatient clinic licensed by DHCS to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.

N. “Payment Suspension” means the DMC certified provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

O. “Perinatal DMC Services” means covered services as well as mother/child habilitative and rehabilitative services, services access (i.e., provision or arrangement of transportation to and from medically necessary treatment), education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant, and coordination of ancillary services (Title 22, Section 51341.1(c) (4)).

P. “Postpartum”, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.

Q. “Post Service Post Payment (PSPP) Utilization Review” means the review for program compliance and medical necessity conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 (k)).

R. “Projected Units of Service" means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

S. “Provider Certification” means the provider must be certified by the Provider Enrollment Division of DHCS in order to participate in the Medi-Cal program.
T. "Provider of DMC Services" means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with CCR, Title 22, Section 51000.30-Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Change in Location.

U. “Re-certification” means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

V. “Statewide Maximum Allowances (SMA)” means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by DHCS, they are subject to change through the regulation process. The SMA for FY 2017-18 is listed in the “Unit of Service” table in Exhibit B, Part 2, Section 2.

W. “Subcontract” means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.

X. "Subcontractor" means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor’s obligations under the terms of this Exhibit A, Attachment I.

Y. “Temporary Suspension” means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.
The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services


http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1V: Youth Treatment Guidelines


Document 2C: Title 22, California Code of Regulations

http://ccr.oal.ca.gov

Document 2F(a): Minimum Quality Treatment Standards for DMC


Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement


Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

http://www.calregs.com
Exhibit A, Attachment I
Program Specifications

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

http://www.calregs.com

Document 3J: CalOMS Treatment Data Collection Guide


Document 3S: CalOMS Treatment Data Compliance Standards


Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix

Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards


Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions

Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions

Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)


Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)

Document 5A: Confidentiality Agreement

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Contractor shall reimburse its subcontractors that receive a combination of DMC funding and other federal or county realignment funding for the same service element and location based on the subcontractor’s actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or of the Social Security Act, Section 51516.1 of California Code of Regulations Title 22, and the Medicaid state plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended contract to Contractor to reflect the reduced amount.
G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable contract costs.

2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.

3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Title 22, CCR Section 51458.1.

H. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor’s performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30’s funding requirements.

Section 2 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or Federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to DHCS.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Contract.
D. Allowable costs

Allowable costs, as used in Section 51516.1 of California Code of Regulations (CCR) Title 22 shall be determined in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter B, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov

In accordance with Welfare and Institutions (W&I) Code Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, CCR Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.
Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213_DHCS (Rev. 06/16).

2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year. Changes to allocated funds will require written amendment to the Contract.

4. For each fiscal year, DHCS may settle costs for services to the Contractor and its subcontractors based on each fiscal year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single State/County contract.

Section 2. Drug Medi-Cal

A. To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract, DHCS agrees to pay the Contractor Federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive Federal Medicaid funds and/or State General Funds for allowable expenditures as established by the Federal Government and approved by DHCS, for the cost of services rendered to beneficiaries.

B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the HSC, California’s Medicaid State Plan, and Title 22, CCR, Sections 51341.1, 51490.1, 51516.1, and 51532.

C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General Funds
Exhibit B
Budget Detail and Payment Provisions

it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.

E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).

F. Contractor shall be reimbursed by DHCS on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.

G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code section 14107.11 and 42 CFR 455.23, shall not be certified or processed for federal or state reimbursement by the Contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.

H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D). To the extent the Contractor is notified of DHCS Budget Act allocation prior to the execution of the Contract, DHCS and the Contractor may agree to amend the contract after the issuance of the first revised allocation.

I. Reimbursement for covered services, other than Narcotic Treatment Program (NTP) services, shall be limited to the lower of:

1. The provider’s usual and customary charges to the general public for the same or similar services.

2. The provider’s actual allowable costs.

3. The DMC Statewide Maximum Allowance (SMA) for the modality.

J. Reimbursement to NTP’s shall be limited to the lower of either the Uniform Statewide Daily Reimbursement (USDR) rate, pursuant to W&I Code Section 14021.51(h), or the provider’s usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public for the purpose of this section. (W&I Code Section 14021.51(h)(2)(A)).

K. DHCS shall reimburse the Contractor the State General Funds and/or Federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
L. DHCS will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov).

M. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

### Section 3. Drug Medi-Cal Direct Provider Contracts

A. Pursuant to W&I Code 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.

B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from DHCS’s direct contractor providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS’s direct contractor providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.

1. Any Contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.

2. As a result of the direct contract provider’s settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider’s settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.
Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Objectives of such audits may include, but not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.

2. To validate data reported by the Contractor for prospective contract negotiations.

3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.

4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds.

5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.

6. To determine 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 of Exhibit C and D(F).

C. Unannounced visits may be made at the discretion of the DHCS to the Contractor and/or its subcontractors.

D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective action as a result of its finding in any areas.

Section 2. Drug Medi-Cal Financial Audits

A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.
2. To ensure that only the cost of allowable DMC activities are included in reported costs.

3. To determine the provider’s usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit.

4. To review documentation of units of service and determine the final number of approved units of service.

5. To determine the amount of clients’ third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.

6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider’s usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:

1. For those NTP providers required to submit a cost report pursuant to W&I Code Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources.

2. A review of actual costs incurred for comparison to services claimed.

3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.

5. Computation of final settlement based on the lower of Uniform Statewide Daily Reimbursement Rate or the provider’s usual and customary charge to the general public.

6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.

C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.
D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.

E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Title 22, CCR, Section 51341.1(q). When a financial audit is conducted by the Federal Government, DHCS, or the Bureau of State Audits directly with a subcontractor of the Contractor, and if the subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the subcontractor’s request, request an appeal to DHCS in accordance with Title 22, CCR, Section 51341.1(q). Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation
2. Fiscal, medical, and other recordkeeping systems
3. Federal income tax status
4. Asset acquisition, lease, sale, or other action
5. Franchise or management arrangements
6. Patient service charge schedules
7. Costs of operation
8. Cost allocation methodology
9. Amounts of income received by source and purpose
10. Flow of funds and working capital

G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of three years.
Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract performance, contract compliance and fiscal. Contractor shall make these records available to DHCS, 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, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.

4. 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. All records must be capable of verification by qualified auditors.

5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.

6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx.

The Contractor shall retain all records required by W&I Code section 14124.1, 42 CFR 433.32, and 22 CCR 51341.1 for reimbursement of services and financial audit purposes.
7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part I, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.

2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Title 22, CCR, Section 51341.1(q). When a financial audit by the Federal Government, DHCS, or the California State Auditor is conducted directly with a subcontractor of the Contractor, and if the subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the subcontractor’s request, request an appeal to DHCS in accordance with Title 22, CCR, Section 51341.1(q). Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.
A. "Uniform Statewide Daily Reimbursement Rate (USDR)" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, CCR, Sections 51341.1 and 51516.1 and Title 9, CCR, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

<table>
<thead>
<tr>
<th>Service</th>
<th>Type of Unit of Service (UOS)</th>
<th>Non-Perinatal (Regular) Rate Per UOS</th>
<th>Perinatal Rate Per UOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTP-Methadone Dosing</td>
<td>Daily</td>
<td>$13.11</td>
<td>$14.11</td>
</tr>
<tr>
<td>NTP-Individual Counseling (*)</td>
<td>One 10-minute increment</td>
<td>$15.37</td>
<td>$16.39</td>
</tr>
<tr>
<td>NTP Group Counseling (*)</td>
<td>One 10-minute increment</td>
<td>$3.43</td>
<td>$4.28</td>
</tr>
</tbody>
</table>

(*) The NTP Contractors may be reimbursed for up to 200 minutes (20 ten-minute increments) of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, NTP Contractors may bill and be reimbursed for additional counseling (in 10-minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP’s usual and customary charge to the general public for the same or similar services or the USDR rate.
B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an 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 beneficiary’s record. While the rates are approved by DHCS, they are subject to change through the regulation process. Units of service are identified in the following table.

<table>
<thead>
<tr>
<th>Service</th>
<th>Type of Unit of Service (UOS)</th>
<th>Non-Perinatal (Regular) Rate Per UOS</th>
<th>Perinatal Rate Per UOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intensive Outpatient Treatment</td>
<td>Face-to-Face Visit</td>
<td>$58.53</td>
<td>$84.43</td>
</tr>
<tr>
<td>Naltrexone Treatment</td>
<td>Face-to-Face Visit</td>
<td>19.06</td>
<td>NA</td>
</tr>
<tr>
<td>Outpatient Drug Free</td>
<td>Face-to-Face Visit – Individual (per person)</td>
<td>$76.91</td>
<td>$81.93</td>
</tr>
<tr>
<td></td>
<td>Face-to-Face Visit – Group (per person)</td>
<td>$30.89</td>
<td>$38.56</td>
</tr>
<tr>
<td>Perinatal Residential</td>
<td>Daily – Residential Day</td>
<td>NA</td>
<td>$90.14</td>
</tr>
</tbody>
</table>
# Exhibit B, Attachment I - Funding for Fiscal Year 2017-18 through FY 2019-20

<table>
<thead>
<tr>
<th>County:</th>
<th>Shasta</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number:</td>
<td>17-94105</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Year 2017-18</th>
<th>2017-18 Funding Amount</th>
<th>Fiscal Year 2018-19</th>
<th>2018-19 Funding Amount</th>
<th>Fiscal Year 2019-20</th>
<th>2019-20 Funding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State General Funds (7/1/17 to 6/30/18)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- DMC Non Perinatal SGF</td>
<td>69,953</td>
<td>- DMC Non Perinatal SGF</td>
<td>69,953</td>
<td>- DMC Non Perinatal SGF</td>
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<tr>
<td>- DMC Perinatal SGF</td>
<td>7,772</td>
<td>- DMC Perinatal SGF</td>
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<td>- DMC Perinatal SGF</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>77,725</td>
<td><strong>TOTAL</strong></td>
<td>77,725</td>
<td><strong>TOTAL</strong></td>
<td>77,725</td>
</tr>
</tbody>
</table>

| **Drug Medi-Cal Federal Share (7/1/17 to 6/30/18)** | | | |
| - Non Perinatal Federal Share | 1,333,236 | - Non Perinatal Federal Share | 1,333,236 | - Non Perinatal Federal Share | 1,333,236 |
| - Perinatal Federal Share | 145,656 | - Perinatal Federal Share | 145,656 | - Perinatal Federal Share | 145,656 |
| **TOTAL** | 1,478,892 | **TOTAL** | 1,478,892 | **TOTAL** | 1,478,892 |

**GRAND TOTAL** | 1,556,617 | **GRAND TOTAL** | 1,556,617 | **GRAND TOTAL** | 1,556,617 |

**ORIGINAL THREE-YEAR TOTAL** | 4,669,851
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

   a. The Government Code Chapter on Antitrust claims contains the following definitions:
      1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
      2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

   b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

   c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

   d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

   a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support.
enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS’ Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) Major equipment/property: A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) Minor equipment/property: A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall
make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS’ Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor’s address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.
4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) Reporting of Equipment/Property Receipt - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS’ Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) Annual Equipment/Property Inventory - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS’ Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS’ Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS’ satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or State university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Firms or individuals proposed for use and approved by DHCS’ funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this
Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party’s license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS’ exclusive rights in the Intellectual Property, and in assuring DHCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS’ Intellectual Property rights and interests.
b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor’s use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor’s performance of this Agreement shall be deemed “works made for hire”. Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a “work made for hire,” whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a “work made for hire” under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS’ notice of copyright, which shall read in 3mm or larger typeface: “© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement’s scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement’s scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS’ prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required
for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor’s performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, (“Indemnitees”) from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney’s fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS’ use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by
Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.


b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.
13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's
decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

1. If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives $25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

2. If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than $25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

3. If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

   a. The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

   b. The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
(4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Government Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for Audit of Government Organizations, Programs, Activities and Functions, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.
18. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

   (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

   (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

   (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.
20. **Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. **Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. **Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. **Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.
24. **Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. **Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. **Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. **Use of Small, Minority Owned and Women’s Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. **Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)
29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one’s employer to an employee in addition to one’s regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   (2) Director’s and executive committee member’s fees.

   (3) Incentive awards and/or bonus incentive pay.

   (4) Allowances for off-site pay.

   (5) Location allowances.

   (6) Hardship pay.

   (7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

   (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker’s compensation insurance, and the employer’s share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

   (1) Be necessary and reasonable for the performance of the Agreement.

   (2) Be determined in accordance with generally accepted accounting principles.

   (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.
f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS’ discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program’s Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

32. Contractor vs. Subrecipient

The Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and, specifically, 2 CFR 200.330).

33. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   (a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
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.

County of Shasta
Name of Contractor

David A. Kehoe
Printed Name of Person Signing for Contractor

17-94105
Contract / Grant Number

Signature of Person Signing for Contractor

Chairman, Board of Supervisors
Title

Date

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.
## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<tbody>
<tr>
<td>[ ] a. contract</td>
<td>[ ] a. bid/offer/application</td>
<td>[ ] a. initial filing</td>
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<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<td>d. loan</td>
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<td>Year ___________ quarter _____</td>
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<td>e. loan guarantee</td>
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<td>date of last report _____</td>
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<tr>
<td>f. loan insurance</td>
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<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Prime</td>
<td>Congressional District, If known:</td>
</tr>
<tr>
<td>☐ Subawardee</td>
<td></td>
</tr>
<tr>
<td>Tier ___________, if known:</td>
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<tr>
<th>6. Federal Department/Agency</th>
<th>7. Federal Program Name/Description:</th>
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<td></td>
<td>CDFA Number, if applicable: ______</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known: $</th>
</tr>
</thead>
</table>

| 10.a. Name and Address of Lobbying Registrant | b. Individuals Performing Services (including address if different from 10a). (Last name, First name, MI): |
| (If individual, last name, first name, MI): |                     |

| 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: ________________________________ | ________________________________ |

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Standard Form-LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 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.
1. Amendment Process

A. The Department of Health Care Services (DHCS) may amend the Contract.

B. Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the DHCS’s official contract amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.

C. A contract amendment shall be required to change encumbered amounts for each year of a multi-year Contract period.

D. The Contractor may request Contract amendments until May 1 of each of the Contract's fiscal years. An amendment proposed by either the Contractor or DHCS shall be forwarded in writing to the other party.

1) The Contractor’s proposed amendment shall include the proposed changes and a statement of the reason for the proposed change.

2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.

E. Contractor shall return an executed Contract amendment to DHCS within 90 calendar days from the date of its issuance.

F. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year shall not be encumbered if DHCS does not receive a fully executable Contract amendment on or before June 30, 2020.

G. DHCS shall settle costs for substance use disorder services based on the year-end cost settlement report as the final amendment to the approved single State/County Contract.

2. Cancellation / Termination

A. This Contract may be cancelled by DHCS without cause upon 30 calendar days advance written notice to the Contractor.

B. DHCS reserves the right to cancel or terminate this Contract immediately for cause.

C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.

D. Contract termination or cancellation shall be effective as of the date indicated in DHCS’ notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.
Exhibit E
Additional Provisions

F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

H. The following additional provisions regarding termination apply to this Contract:

1) In the event the Federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines Contractor does not meet the requirements for participation in the Drug Medi-Cal (DMC) Treatment Program, DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, Part I, of this Contract for cause.

2) Contractor’s obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. Contractor shall be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

   Contractor shall be responsible for processing and paying invoices and statements for covered services and utilization reviews until the effective date of termination or expiration of the Contract.

3) In the event this Contract is terminated, Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.

I. In the event this Contract is terminated, Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing
services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

2) An instance where the Contractor’s or any subcontractor’s employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Contract. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act (Government Code Section 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

4. **Freeze Exemptions**

A. Contractor agrees that any hiring freeze not mandated by the State during the term of this Contract shall not be applied to the positions funded, in whole or part, by this Contract.

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Contract.

C. Contractor agrees that any travel freeze or travel limitation policy adopted by the Contractor during the term of this Contract shall not restrict travel funded, in whole or part, by this Contract.

D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted by the Contractor during the term of this Contract shall not restrict or limit purchases funded, in whole or part, by this Contract.

5. **Domestic Partners**

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services’ Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the Contract. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this Contract, DHCS concludes that this Contract is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

6. **Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or
failure in performance by the Contractor arises out of a default of its subcontractor, and if such
default of its subcontractor, arises out of causes beyond the control of both the Contractor and
subcontractor, and without the fault or negligence of either of them, the Contractor shall not be
liable for damages of such delay or failure, unless the supplies or services to be furnished by the
subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet
the required performance schedule.
Exhibit F
Privacy and Information Security Provisions

This Exhibit F is intended to protect the privacy and security of specified Department information that the Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit F consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”)(PHI) and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit F consists of the following parts:

1. Exhibit F-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

2. Exhibit F-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit F-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

3. Exhibit F-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit F in its entirety.
1. Recitals.

A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) and the Final Omnibus Rule of 2013 between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department’s behalf, or provides services, arranges, performs, or assists in the performance of functions or activities on behalf of the Department that are included in the definition of “business associate” in 45 CFR. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department’s behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties." A business associate is also directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including protected health information in electronic media (“ePHI”), under Federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit F-1 of this Agreement. This information is hereafter referred to as “Department PHI”.

C. The purpose of this Exhibit F-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations and the Final Omnibus Rule of 2013, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements
Exhibit F
Privacy and Information Security Provisions

with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act and the Final Omnibus Rule of 2013. To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit F-2 (including Attachment I, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit F-2) and this Exhibit F-1 shall apply.

D. The terms used in this Exhibit F-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, HIPAA regulations and the Final Omnibus of 2013.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit F-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to
believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit F-1, Contractor may use or disclose Department PHI only to perform functions, activities, or services specified in Section 1.A of Exhibit F-1 of this Agreement, for, or on behalf of the Department,
provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit F-1, Contractor may:

1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor’s business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit F-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department.

C. **Prohibited Uses and Disclosures**

1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.
D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements.

   b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement.

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with
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the Department.

5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit F.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit F of which it becomes aware.

7) **Contractor’s Agents and Subcontractors.**

   a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule of 2013 including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

   b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor’s knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

      i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

      ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.
8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

   a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor’s normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

   b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

10) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty days within which to make the amendment.

11) **Internal Practices.** To make Contractor’s internal practices, books, and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department’s compliance with the HIPAA regulations. If any information
needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

12) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

13) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. **Initial Notice to the Department.** (1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916) 445-4646, (866) 866-0602 or by emailing privacyofficer@dhcs.ca.gov. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most
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current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised
or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents, or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or Federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall
initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<table>
<thead>
<tr>
<th>Department Program Contract Manager</th>
<th>DHCS Privacy Officer</th>
<th>DHCS Information Security Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>See the Exhibit A, Scope of Work for Program Contract Manager information</td>
<td>Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Fax: (916) 440-7680</td>
<td>Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916) 440-5537</td>
</tr>
</tbody>
</table>

14) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit F-1, it shall take the following steps:

   a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor or

   b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit F-1 and cure is not possible.

15) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.
E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor’s permitted or required uses and disclosures.

2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor’s use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select “Privacy in the right column and “Notice of Privacy Practices” on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit F-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit F-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department’s knowledge of a material breach or
violation of this Exhibit F-1 by Contractor, the Department shall:

a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department or

b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit F-1 and cure is not possible.

F-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:


2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit F as Attachment I and is hereby incorporated in this Agreement.

3) Title 42 CFR, Chapter I, Subchapter A, Part 2.

B. The purpose of this Exhibit F-2 is to set forth Contractor’s privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for, or on behalf of Department, pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit F-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit F-1 and this Exhibit F-2 shall apply.

C. The IEA Agreement referenced in A. 2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities,
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and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit F-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

A. “Breach” shall have the meaning given to such term under the IEA and CMPPA. It shall include a “PII loss” as that term is defined in the CMPPA.

B. “Breach of the security of the system” shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. “CMPPA Agreement” means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. “Department PI” shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. “IEA” shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. “Notice-triggering Personal Information” shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. “Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.
H. “Personal Information” (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

J. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit F-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and Federal law.

2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which
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incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment I and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit F-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit F-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection,
amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. **Initial Notice to the Department.** (1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department within one (1) hour by email or fax if the data is data subject to the SSA Agreement; and within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit F-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

   b. **Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance.** If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department.
Exhibit F
Privacy and Information Security Provisions

Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx.

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. Investigation and Investigation Report. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

e. Complete Report. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the
completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.
Exhibit F
Privacy and Information Security Provisions

<table>
<thead>
<tr>
<th>Department Program Contract Manager</th>
<th>DHCS Privacy Officer</th>
<th>DHCS Information Security Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>See the Exhibit A, Scope of Work for Program Contract Manager information</td>
<td>Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone: (916) 440-7680</td>
<td>Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874 Fax: (916) 440-5537</td>
</tr>
</tbody>
</table>

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit F-2 and for communicating on security matters with the Department.
1) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

2) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit F, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor’s own purposes or that any information in Contractor’s possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

3) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit F may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and Federal laws. Upon either party’s request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit F embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and Federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

   a) Contractor does not promptly enter into negotiations to amend this Exhibit F when requested by the Department pursuant to this section; or

   b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

4) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will
County of Shasta
17-94105

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Privacy and Information Security Provisions

consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

5) Assistance in Litigation or Administrative Proceedings. Contractor shall make itself and any subcontractors, employees, or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

6) No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Exhibit F is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

7) Interpretation. The terms and conditions in this Exhibit F shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit F shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and Federal laws.

8) Conflict. In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

9) Regulatory References. A reference in the terms and conditions of this Exhibit F to a section in the HIPAA regulations means the section as in effect or as amended.

10) Survival. The respective rights and obligations of Contractor under Section 3, Item D of Exhibit F-1, and Section 3, Item B of Exhibit F-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

11) No Waiver of Obligations. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
Exhibit F
Privacy and Information Security Provisions

12) Audits, Inspection and Enforcement. From time to time, and subject to all applicable Federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit F. Contractor shall promptly remedy any violation of any provision of this Exhibit F. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor’s facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit F. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit F.

13) Due Diligence. Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit F and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and Federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit F.

14) Term. The Term of this Exhibit F-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) Effect of Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit F to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.
Exhibit F
Privacy and Information Security Provisions

Attachment I
Business Associate Data Security Requirements

I. Personnel Controls

A. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

B. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. Confidentiality Statement. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person’s written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

D. Background Check. Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member’s background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Workstation/Laptop encryption. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

B. Server Security. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. Minimum Necessary. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
D. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

I. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to
authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### III. Audit Controls

A. **System Security Review.** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### IV. Business Continuity / Disaster Recovery Controls

A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.
V. Paper Document Controls

A. **Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

E. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.
INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

A. PURPOSE: The purpose of this Information Exchange Agreement ("IEA") is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein "data") to assist the State Agency in administering certain federally funded, state-administered benefit programs (including state-funded, state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:
- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement ("CMPPA Agreement") attached as Attachment 1, governing the State Agency’s use of the data disclosed from SSA’s Privacy Act System of Records; and
- all other terms and conditions set forth in this IEA and Attachments 2 through 6.

B. PROGRAMS AND DATA EXCHANGE SYSTEMS: (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in Table 1 below. In Table 1, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA’s data exchange systems is attached as Attachment 2. Attachment 2 provides a brief explanation of each system, as well as use parameters, as necessary.

<table>
<thead>
<tr>
<th>FEDERALLY FUNDED BENEFIT PROGRAMS</th>
<th>SSA Data Exchange System(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicaid</td>
<td>BENDEX/SDX/SVES IV/SOLQ/SVES-1-</td>
</tr>
<tr>
<td>Temporary Assistance to Needy Families (TANF)</td>
<td>Citizenship/Quarters of Coverage/PUPS</td>
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<tr>
<td>Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)</td>
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<tr>
<td>Unemployment Compensation</td>
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<tr>
<td>State Child Support Agency</td>
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<tr>
<td>Low-Income Home Energy Assistance Program (LI-HEAP)</td>
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<tr>
<td>Workers Compensation</td>
<td></td>
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<tr>
<td>Vocational Rehabilitation Services</td>
<td></td>
</tr>
</tbody>
</table>
(2) The State Agency will use each identified data exchange system *only* for the purpose of administering the specific program for which access to the data exchange system is provided. SSA data exchange systems are protected by the Privacy Act and Federal law prohibits the use of SSA’s data for any purpose other than the purpose of administering the specific program for which such data is disclosed. In particular, the State Agency will:

a) use the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a program listed in 26 U.S.C. § 6103(1)(7) and (8).

b) use **citizenship status data** disclosed by SSA only to determine entitlement of *new applicants* to: (a) the Medicaid program and CHIP pursuant to the Children’s Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3; or (b) federally funded, state-administered health or income maintenance programs approved by SSA to receive the **SSA Data Set** through the Centers for Medicare & Medicaid Services’ (CMS) Federal Data Services Hub (Hub).

Applicants for Social Security numbers (SSN) report their citizenship data at the time they apply for their SSNs; there is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

**C. PROGRAM QUESTIONNAIRE:** Prior to signing this IEA, the State Agency will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in Table 1 above. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.
D. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this IEA using the data transmission method identified in Table 2 below:

TABLE 2

<table>
<thead>
<tr>
<th>TRANSFER OF DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Data will be transmitted directly between SSA and the State Agency.</td>
</tr>
<tr>
<td>x Data will be transmitted directly between SSA and The California Office of Technology (State Transmission/Transfer Component (“STC”)) by File Transfer Management System (FTMS), a secure mechanism approved by SSA. The STC will serve as the conduit between SSA and the State Agency pursuant to the State STC Agreement.</td>
</tr>
<tr>
<td>- Data will be transmitted directly between SSA and CMS’ Hub by a secure method of transfer approved by SSA. CMS will transmit the SSA Data Set between SSA and the State Agency pursuant to an agreement between SSA and CMS regarding the use of the Hub.</td>
</tr>
<tr>
<td>- Data will be transmitted [select one: directly between SSA and the Interstate Connection Network (“ICON”) or through the [name of STC Agency/Vendor] as the conduit between SSA and the Interstate Connection Network (“ICON”).] ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the “Systems Security Requirements for SSA Web Access to SSA Information Through the ICON,” attached as Attachment 3.</td>
</tr>
</tbody>
</table>

E. SECURITY PROCEDURES: The State Agency will comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the State Agency will comply with SSA’s “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration,” attached as Attachment 4, as well as the Security Certification Requirements for use of the SSA Data Set transmitted via CMS’ Hub, attached as Attachment 5. The SSA security controls identified under Attachment 4 of this IEA prevail for all SSA data received by the State Agency, as identified in Table 1 of this IEA. For any tax return data, the State Agency will also comply with the “Tax Information Security Guidelines for Federal, State and Local Agencies,” Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: http://www.irs.gov/pub/irs-pdf/p1075.pdf. This IRS Publication 1075 is incorporated by reference into this IEA.

F. STATE AGENCY’S RESPONSIBILITIES: The State Agency will not direct individuals to SSA field offices to obtain data that the State Agency is authorized to receive under this IEA in accordance with Table 1. Where disparities exist between individual-supplied data and SSA’s data, the State Agency will take the following steps before referring the individual to an SSA field office:
• Check its records to be sure that the data of the original submission has not changed (e.g., last name recently changed);
• Contact the individual to verify the data submitted is accurate; and,
• Consult with the SSA Regional Office Contact to discuss options before advising individuals to contact SSA for resolution. The Regional Office Contact will inform the State Agency of the current protocol through which the individual should contact SSA, i.e., visiting the field office, calling the national network service number, or creating an online account via my Social Security.

G. CONTRACTOR/AGENT RESPONSIBILITIES: The State Agency will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA’s request, the State Agency will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this IEA. The State Agency will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA, to comply with the terms and conditions set forth in this IEA, and not to duplicate, disseminate, or disclose such data without obtaining SSA’s prior written approval. In addition, the State Agency will comply with the limitations on use, duplication, and redisclosure of SSA data set forth in Section IX. of the CMPPA Agreement, especially with respect to its contractors and agents.

H. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION (“PII”):

1. The State Agency will ensure that its employees, contractors, and agents:
   a. properly safeguard PII furnished by SSA under this IEA from loss, theft, or inadvertent disclosure;
   b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
   c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
   d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
   e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.

2. If an employee of the State Agency or an employee of the State Agency’s contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must report the incident by contacting SSA’s National Network Service Center at 1-877-697-4889. The responsible State Agency official or delegate will use the worksheet, attached as Attachment 6, to quickly gather and
organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.

3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security’s United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA occurs.

4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.

I. POINTS OF CONTACT:

FOR SSA

San Francisco Regional Office:
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FOR STATE AGENCY

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J. DURATION: The effective date of this IEA is March 6, 2017. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State or the State Agency; and (2) the State Agency submits a certification in accordance with Section K. below at least 30 days before the expiration and renewal of such CMPPA Agreement.

K. CERTIFICATION AND PROGRAM CHANGES: At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA have been and will be conducted without change; and (3) it will, upon SSA’s request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA, the parties will modify the IEA in
accordance with Section L. below and the State Agency will submit for SSA’s approval new program questionnaires under Section C. above describing such changes prior to using SSA’s data to administer such new or changed program.

L. MODIFICATION: Modifications to this IEA must be in writing and agreed to by the parties.

M. TERMINATION: The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA upon 90 days advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this IEA, or terminate this IEA, if SSA, in its sole discretion, determines that the State Agency (including its employees, contractors, and agents) has: (1) made an unauthorized use or disclosure of SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this IEA or the CMPPA Agreement.

N. INTEGRATION: This IEA, including all attachments, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA. This IEA shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS
1 – CMPPA Agreement
2 – SSA Data Exchange Systems
3 – Systems Security Requirements for SSA Web Access to SSA Information Through ICON
4 – Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration
5 – Security Certification Requirements for use of the SSA Data Set Transmitted via CMS’ Hub
6 – PII Loss Reporting Worksheet
O. AUTHORIZED SIGNATURES: The signatories below warrant and represent that they have competent authority on behalf of their respective agency to enter into the obligations set forth in this IEA.

SOCIAL SECURITY ADMINISTRATION
REGION IX

[Signature]
Grace M. Kim
Regional Commissioner
05/03/2017
Date

THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

[Signature]
Jennifer Kent
Director, California Department of Health Care Services
4/7/17
Date
CERTIFICATION OF COMPLIANCE
FOR
THE INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE AGENCY)
(State Agency Level)

In accordance with the terms of the Information Exchange Agreement (IEA/F) between SSA and the State Agency, the State Agency, through its authorized representative, hereby certifies that, as of the date of this certification:

1. The State Agency is in compliance with the terms and conditions of the IEA/F;

2. The State Agency has conducted the data exchange processes under the IEA/F without change, except as modified in accordance with the IEA/F;

3. The State Agency will continue to conduct the data exchange processes under the IEA/F without change, except as may be modified in accordance with the IEA/F;

4. Upon SSA’s request, the State Agency will provide audit reports or other documents that demonstrate compliance with the review and oversight activities required under the IEA/F and the governing Computer Matching and Privacy Protection Act Agreement; and

5. In compliance with the requirements of the “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration,” (last updated July 2015) Attachment 4 to the IEA/F, as periodically updated by SSA, the State Agency has not made any changes in the following areas that could potentially affect the security of SSA data:

- General System Security Design and Operating Environment
- System Access Control
- Automated Audit Trail
- Monitoring and Anomaly Detection
- Management Oversight
- Data and Communications Security
- Contractors of Electronic Information Exchange Partners
- Cloud Service Providers for Electronic Information Exchange Partners
The State Agency will submit an updated Security Design Plan at least 30 days prior to making any changes to the areas listed above and provide updated contractor employee lists before allowing new employees’ access to SSA provided data.

6. The State Agency agrees that use of computer technology to transfer the data is more economical, efficient, and faster than using a manual process. As such, the State Agency will continue to utilize data exchange to obtain data it needs to administer the programs for which it is authorized, under the IEA/F. Further, before directing an individual to an SSA field office to obtain data, the State Agency will verify that the information it submitted to SSA via data exchange is correct, and verify with the individual that the information he/she supplied is accurate. The use of electronic data exchange expedites program administration and limits SSA field office traffic.

The signatory below warrants and represents that he or she is a representative of the State Agency duly authorized to make this certification on behalf of the State Agency.

DEPARTMENT OF HEALTH CARE SERVICES OF CALIFORNIA

[Signature]
Jennifer Kent
Director

[Date]
5/17/17
ATTACHMENT 1

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT

(CMPPA)
COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE HEALTH AND HUMAN SERVICES AGENCY
OF CALIFORNIA

I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (CMPPA) Agreement (Agreement) between the Social Security Administration (SSA) and the Health and Human Services Agency of California (State Agency) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as “data”) made by SSA to the State Agency that administers federally funded benefit programs, including those under various provisions of the Social Security Act (Act), such as section 1137 (42 U.S.C. § 1320b-7), as well as the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the CMPPA of 1988, 5 U.S.C. § 552a.

Under section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants (and in limited circumstances, members of an applicant’s household), for state benefits from SSA Privacy Act Systems of Records (SOR) and verifies the Social Security numbers (SSN) of the applicants.

B. Legal Authority

SSA’s authority to disclose data and the State Agency’s authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 453, 1106(b), and 1137 of the Act (42 U.S.C. §§ 653, 1306(b), and 1320b-7) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
• Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
• Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
• Children’s Health Insurance Program Reauthorization Act of 2009 (CHIPRA), Pub. L. 111-3 (citizenship data); and
• Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This Agreement further carries out section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, related Office of Management and Budget (OMB) guidelines, the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

II. Scope

A. The State Agency will comply with the terms and conditions of this Agreement and the Privacy Act, as amended by the CMPPA.

B. The State Agency will execute an Information Exchange Agreement (IEA) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.

C. The State Agency will use the SSA data governed by this Agreement to determine entitlement and eligibility of individuals for one or more of the following programs, which are specifically identified in the IEA:

1. Temporary Assistance to Needy Families (TANF) program under Part A of Title IV of the Act;
2. Medicaid provided under an approved State plan or an approved waiver under Title XIX of the Act;
3. State Children’s Health Insurance Program (CHIP) under Title XXI of the Act, as amended by the Children’s Health Insurance Program Reauthorization Act of 2009;
6. Medicare Savings Programs (MSP) under 42 U.S.C. § 1396a(10)(E);
7. Unemployment Compensation programs provided under a state law described in section 3304 of the Internal Revenue Code of 1954;
8. Low Income Heating and Energy Assistance (LIHEAP or home energy grants) program under 42 U.S.C. § 8621;
9. State-administered supplementary payments of the type described in section 1616(a) of the Act;
10. Programs under a plan approved under Titles I, X, XIV, or XVI of the Act;
11. Foster Care and Adoption Assistance under Title IV of the Act;
12. Child Support Enforcement programs under section 453 of the Act (42 U.S.C. § 653);
13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX, and XXI of the Act; and
14. Any other federally funded programs administered by the State Agency that are compatible with SSA’s programs.

D. The State Agency will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency’s program criteria. A cost-benefit analysis for the exchange made under this Agreement is not required in accordance with the determination by the SSA Data Integrity Board (DIB) to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).
IV. Record Description

A. Systems of Records (SOR)

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications;
- 60-0059 -- Earnings Recording and Self-Employment Income System;
- 60-0090 -- Master Beneficiary Record;
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB);
- 60-0269 -- Prisoner Update Processing System (PUPS); and
- 60-0321 -- Medicare Part D and Part D Subsidy File.

The State Agency will only use the tax return data contained in SOR 60-0059 (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information. Specific listings of data elements are available at:

http://www.ssa.gov/dataexchange/

C. Number of Records Involved

The maximum number of records involved in this matching activity is the number of records maintained in SSA’s SORs listed above in Section IV.A.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits that any data they provide are subject to verification through computer matching with SSA. The State Agency and SSA will provide such notice through appropriate language printed on application forms or separate handouts.
B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA’s matching activities.

C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded, state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. “Adverse action” means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and

3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data are correct and will effectuate the planned action or otherwise make the necessary adjustment to the individual’s benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

Pursuant to 5 U.S.C. § 552a(p)(1)(A)(ii), SSA’s DIB has determined that the State Agency may use SSA’s benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99 percent accurate when the benefit record is created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA’s benefit data. Therefore, the State Agency must independently verify these data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.
Based on SSA’s Office of Quality Review “Fiscal Year 2014 Enumeration Accuracy Report,” the SSA Enumeration System database (the Master Files of SSN Holders and SSN Applications System) used for SSN matching is 99 percent accurate for records updated by SSA employees.

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files for a Social Security benefit. The State Agency must independently verify citizenship data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

VII. Disposition and Records Retention of Matched Items

A. The State Agency will retain all data received from SSA to administer programs governed by this Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.

B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency’s retention of records.

C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this Agreement to update their master files of federally funded, state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing the State Agency’s retention of records.

D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this Agreement.

E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

SSA and the State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the CMPPA, related OMB guidelines, FISMA, related NIST guidelines, and the current revision of Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, available at http://www.irs.gov. In addition, SSA
and the State Agency will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including SSA’s *Electronic Information Exchange Security Requirements and Procedures for State and local Agencies Exchanging Electronic Information with SSA*, as well as specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

SSA has the right to monitor the State Agency’s compliance with FISMA, the terms of this Agreement, and the IEA and to make onsite inspections of the State Agency for purposes of auditing compliance, if necessary, during the lifetime of this Agreement or of any extension of this Agreement. This right includes onsite inspection of any entity that receives SSA information from the State Agency under the terms of this Agreement, if SSA determines it is necessary.

IX. Records Usage, Duplication, and Redisclosure Restrictions

A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.

B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:

1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this Agreement.

2. The State Agency will not extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance programs identified in this Agreement. In limited circumstances that are approved by SSA, the State Agency may extract information about an individual other than the applicant/recipient when the applicant/recipient has provided identifying information about the individual and the individual’s income or resources affect the applicant’s/recipient’s eligibility for such program.

3. The State Agency will not disclose to an applicant/recipient information about another individual (i.e., an applicant’s household member) without the written consent from the individual to whom the information pertains.

4. The State Agency will use the Federal tax information (FTI) disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to section 1137 programs and child support enforcement
programs in accordance with 26 U.S.C. § 6103(l)(7) and (8). The State Agency receiving FTI will maintain all FTI from IRS in accordance with 26 U.S.C. § 6103(p)(4) and the IRS Publication 1075. Contractors and agents acting on behalf of the State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103 and the current revision IRS Publication 1075.

5. The State Agency will use the citizenship status data disclosed by SSA only to determine entitlement of new applicants to: (a) the Medicaid program and CHIP pursuant to CHIPRA, Pub. L. 111-3; or (b) federally funded, state-administered health or income maintenance programs approved by SSA. The State Agency will further comply with additional terms and conditions regarding use of citizenship data, as set forth in the State Agency’s IEA.

6. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this Agreement.

7. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement. The State Agency will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA’s request, the State Agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

8. If the State Agency is authorized or required – pursuant to an applicable law, regulation, or intra-governmental documentation – to provide SSA data to another State or local government entity for the administration of the federally funded, state-administered programs covered by this Agreement, the State Agency must ensure that the State or local government entity, including its employees, abides by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement and the IEA. At SSA’s request, the State Agency will provide copies of any applicable law, regulation, or intra-governmental documentation that authorizes the intra-governmental relationship with the State or local government entity. Upon request from SSA, the State Agency will also establish how it ensures that State or local government entity complies with the terms of this Agreement and the IEA.

9. The State Agency’s employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement
may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

10. The State Agency will conduct triennial compliance reviews of its contractor(s) and agent(s) no later than three years after the initial approval of the security certification to SSA. The State Agency will share documentation of its recurring compliance reviews with its contractor(s) and agent(s) with SSA. The State Agency will provide documentation to SSA during its scheduled compliance and certification reviews or upon request.

C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this Agreement for any purpose other than to determine entitlement to, or eligibility for, federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data are being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use. To the extent SSA approves the requested redisclosure, the State Agency will ensure that any entity receiving the redisclosed data will comply with the procedures and limitations on use, duplication, and redisclosure of SSA data, as well as all administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency including specific guidance on safeguarding and reporting responsibilities for PII, as set forth in this Agreement and the accompanying IEAs.

X. Comptroller General Access

The Comptroller General (the Government Accountability Office) may have access to all records of the State Agency that the Comptroller General deems necessary to monitor and verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K).

XI. Duration, Modification, and Termination of the Agreement

A. Duration

1. This Agreement is effective from July 1, 2017 (Effective Date) through December 31, 2018 (Expiration Date).

2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the
Effective Date; and (c) send the required report to OMB at least 40 days prior to the Effective Date.

3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:

- the applicable data exchange will continue without any change; and
- SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this Agreement.

4. If either SSA or the State Agency does not wish to renew this Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this Agreement must be in writing, signed by both parties, and approved by the SSA DIB.

C. Termination

The parties may terminate this Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this Agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow or terminate this Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this Agreement.

XII. Reimbursement

In accordance with section 1106(b) of the Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this Agreement.

XIII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this Agreement. Furthermore, SSA
is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XIV. Points of Contact

A. SSA Point of Contact

San Francisco Regional Office:
Jamie Lucero, Director
San Francisco Regional Office, Center for Disability and Programs Support
1221 Nevin Ave., 6th Floor
Richmond, CA 94801
Phone: 510-970-8297
Fax: 510-970-8101
Email: Jamie.Lucero@ssa.gov

B. State Agency Point of Contact

Sonia Herrera
California Health and Human Services Agency
1600 Ninth Street
Sacramento, CA 95814
Phone: 916-654-3459 / Fax: 916-440-5001
Email: Sonia.Herrera@chhs.ca.gov
XV. SSA and Data Integrity Board Approval of Model CMPPA Agreement

The signatories below warrant and represent that they have the competent authority on behalf of SSA to approve the model of this CMPPA Agreement.

SOCIAL SECURITY ADMINISTRATION

Mary Ann Zimmerman  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

December 21, 2016

Date

I certify that the SSA Data Integrity Board approved the model of this CMPPA Agreement.

Glenn Sklar  
Acting Chair  
SSA Data Integrity Board

1/30/17

Date
XVI. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agency to enter into the obligations set forth in this Agreement.

SOCIAL SECURITY ADMINISTRATION

[Signature]
Grace M. Kim
Regional Commissioner
San Francisco

6/2/17
Date

HEALTH AND HUMAN SERVICES AGENCY

[Signature]
Diana S. Dooley
Secretary

May 24, 2017
Date
ATTACHMENT 2

AUTHORIZED DATA EXCHANGE SYSTEM(S)
Authorized Data Exchange System(s)

**BEER (Beneficiary Earnings Exchange Record):** Employer data for the last calendar year.

**BENDEX (Beneficiary and Earnings Data Exchange):** Primary source for Title II eligibility, benefit and demographic data.

**LIS (Low-Income Subsidy):** Data from the Low-Income Subsidy Application for Medicare Part D beneficiaries -- used for Medicare Savings Programs (MSP).

**Medicare 1144 (Outreach):** Lists of individuals on SSA roles, who may be eligible for medical assistance for: payment of the cost of Medicare cost-sharing under the Medicaid program pursuant to Sections 1902(a)(10)(E) and 1933 of the Act; transitional assistance under Section 1860D-31(f) of the Act; or premiums and cost-sharing subsidies for low-income individuals under Section 1860D-14 of the Act.

**PUPS (Prisoner Update Processing System):** Confinement data received from over 2000 state and local institutions (such as jails, prisons, or other penal institutions or correctional facilities) -- PUPS matches the received data with the MBR and SSR benefit data and generates alerts for review/action.

**QUARTERS OF COVERAGE (QC):** Quarters of Coverage data as assigned and described under Title II of the Act -- The term "quarters of coverage" is also referred to as "credits" or "Social Security credits" in various SSA public information documents, as well as to refer to "qualifying quarters" to determine entitlement to receive Food Stamps.

**SDX (SSI State Data Exchange):** Primary source of Title XVI eligibility, benefit and demographic data as well as data for Title VIII Special Veterans Benefits (SVB).

**SOLQ/SOLQ-I (State On-line Query/State On-line Query-Internet):** A real-time online system that provides SSN verification and MBR and SSR benefit data similar to data provided through SVES.
SVES (State Verification and Exchange System): A batch system that provides SSN verification, MBR benefit information, and SSR information through a uniform data response based on authorized user-initiated queries. The SVES types are divided into five different responses as follows:

- **SVES I:** This batch provides strictly SSN verification.
- **SVES I/Citizenship**: This batch provides strictly SSN verification and citizenship data.
- **SVES II:** This batch provides strictly SSN verification and MBR benefit information.
- **SVES III:** This batch provides strictly SSN verification and SSR/SVB.
- **SVES IV:** This batch provides SSN verification, MBR benefit information, and SSR/SVB information, which represents all available SVES data.

* Citizenship status data disclosed by SSA under the Children’s Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 is only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.
ATTACHMENT 3

SYSTEM SECURITY REQUIREMENTS THROUGH THE ICON SYSTEM

Not Applicable
Attachment 3

Systems Security Requirements for SWA Access to SSA Information Through the ICON System

12/9/2016
Systems Security Requirements for SWA Access to SSA Information Through the ICON System

A. General Systems Security Standards

SWA’s that request and receive information from SSA through the ICON system must comply with the following general systems security standards concerning access to and control of SSA information. The SWA must restrict access to the information to authorized employees who need it to perform their official duties. Similar to IRS requirements, information retrieved from SSA must be stored in a manner that is physically and electronically secure from access by unauthorized persons during both duty and non-duty hours, or when not in use. SSA information must be processed under the immediate supervision and control of authorized personnel. The SWA must employ both physical and electronic safeguards to ensure that unauthorized personnel cannot retrieve SSA information by means of computer, remote terminal or other means.

All persons who will have access to any SSA information must be advised of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State laws. SSA may, at its discretion, make on-site inspections or other provisions to ensure that adequate safeguards are being maintained by the SWA.

B. System Security Requirements for SWA’s

SWA’s that receive SSA information through the ICON system must comply with the following systems security requirements which must be met before DOL will approve a request from an SWA for online access to SSA information through the ICON system. The SWA system security design and procedures must conform to these requirements. They must be documented by the SWA and subsequently certified by either DOL or by an Independent Verification and Validation (IV&V) contractor prior to initiating transactions to and from SSA through the ICON.

No specific format for submitting this documentation to DOL is required. However, regardless of how it is presented, the information should be submitted to DOL in both hardcopy and electronic format, and the hardcopy should be submitted over the signature of an official representative of the SWA. Written documentation should address each of the following security control areas:
1. General System Security Design and Operating Environment

The SWA must provide a written description of its’ system configuration and security features. This should include the following:

a. A general description of the major hardware, software and communications platforms currently in use, including a description of the system’s security design features and user access controls; and

b. A description of how SSA information will be obtained by and presented to SWA users, including sample computer screen presentation formats and an explanation of whether the SWA system will request information from SSA by means of systems generated or user initiated transactions; and

c. A description of the organizational structure and relationships between systems managers, systems security personnel, and users, including an estimate of the number of users that will have access to SSA data within the SWA system and an explanation of their job descriptions.

Meeting this Requirement

SWA’s must explain in their documentation the overall design and security features of their system. During onsite certification, the IV&V contractor, or other certifier, will use the SWA’s design documentation and discussion of the additional systems security requirements (following) as their guide for conducting the onsite certification and for verifying that the SWA systems and procedures conform to SSA requirements.

Following submission to the DOL in connection with the initial certification process, the documentation must be updated any time significant architectural changes are made to the system or to its’ security features. During its future compliance reviews (see below), the SSA will ask to review the updated design documentation as needed.

2. Automated Audit Trail

SWA’s receiving SSA information through the ICON system must implement and maintain a fully automated audit trail system capable of data collection, data retrieval and data storage. At a minimum, data collected through the audit trail system must associate each query transaction to its initiator and relevant business purpose (i.e. the SWA client record for which SSA data was requested), and each transaction must be time and date stamped. Each query transaction must be stored
in the audit file as a separate record, not overlaid by subsequent query transactions.

Access to the audit file must be restricted to authorized users with a “need to know” and audit file data must be unalterable (read only) and maintained for a minimum of three (preferably seven) years. Retrieval of information from the automated audit trail may be accomplished online or through batch access. This requirement must be met before DOL will approve the SWA’s request for access to SSA information through the ICON system.

If SSA-supplied information is retained in the SWA system, or if certain data elements within the SWA system will indicate to users that the information has been verified by SSA, the SWA system also must capture an audit trail record of any user who views SSA information stored within the SWA system. The audit trail requirements for these inquiry transactions are the same as those outlined above for SWA transactions requesting information directly from SSA.

**Meeting this Requirement**

The SWA must include in their documentation a description of their audit trail capability and a discussion of how it conforms to SSA’s requirements. During onsite certification, the IV&V contractor, or other certifier, will request a demonstration of the system’s audit trail and retrieval capability. The SWA must be able to identify employee’s who initiate online requests for SSA information (or, for systems generated transaction designs, the SWA case that triggered the transaction), the time and date of the request, and the purpose for which the transaction was originated. The certifier, or IV&V contractor, also will request a demonstration of the system’s audit trail capability for tracking the activity of SWA employees that are permitted to view SSA supplied information within the SWA system, if applicable.

During its future compliance reviews (see below), the SSA also will test the SWA audit trail capability by requesting verification of a sample of transactions it has processed from the SWA after implementation of access to SSA information through the ICON system.

**3. System Access Control**

The SWA must utilize and maintain technological (logical) access controls that limit access to SSA information to only those users authorized for such access based on their official duties. The SWA must use a recognized user access security software package (e.g. RAC-F, ACF-2, TOP SECRET) or an equivalent security software design. The access control software must utilize personal identification numbers (PIN) and passwords (or biometric identifiers) in combination with the user’s system identification code. The SWA must have
management control and oversight of the function of authorizing individual user access to SSA information, and over the process of issuing and maintaining access control PINs and passwords for access to the SWA system.

**Meeting this Requirement**

The SWA must include in their documentation a description of their technological access controls, including identifying the type of software used, an overview of the process used to grant access to protected information for workers in different job categories, and a description of the function responsible for PIN/password issuance and maintenance.

During onsite certification, the IV&V contractor, or other certifier, will meet with the individual(s) responsible for these functions to verify their responsibilities in the SWA’s access control process and will observe a demonstration of the procedures for logging onto the SWA system and for accessing SSA information.

4. **Monitoring and Anomaly Detection**

The SWA’s system must include the capability to prevent employees from browsing (i.e. unauthorized access or use of SSA information) SSA records for information not related to an SWA client case (e.g. celebrities, SWA employees, relatives, etc.) If the SWA system design is transaction driven (i.e. employees cannot initiate transactions themselves, rather, the SWA system triggers the transaction to SSA), or if the design includes a “permission module” (i.e. the transaction requesting information from SSA cannot be triggered by an SWA employee unless the SWA system contains a record containing the client’s Social Security Number), then the SWA needs only minimal additional monitoring and anomaly detection. If such designs are used, the SWA only needs to monitor any attempts by their employees to obtain information from SSA for clients not in their client system, or attempts to gain access to SSA data within the SWA system by employees not authorized to have access to such information.

If the SWA design does not include either of the security control features described above, then the SWA must develop and implement compensating security controls to prevent their employees from browsing SSA records. These controls must include monitoring and anomaly detection features, either systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of queries requested by individual SWA employees, and systematic or manual procedures for verifying that requests for SSA information are in compliance with valid official business purposes. The SWA system must produce reports providing SWA management and/or supervisors with the capability to appropriately monitor user activity, such as:
• User ID exception reports

This type of report captures information about users who enter incorrect user ID’s when attempting to gain access to the system or to the transaction that initiates requests for information from SSA, including failed attempts to enter a password.

• Inquiry match exception reports

This type of report captures information about users who may be initiating transactions for Social Security Numbers that have no client case association within the SWA system.

• System error exception reports

This type of report captures information about users who may not understand or be following proper procedures for access to SSA information through the ICON system.

• Inquiry activity statistical reports

This type of report captures information about transaction usage patterns among authorized users, which would provide SWA management a tool for monitoring typical usage patterns compared to extraordinary usage.

The SWA must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors, or to local security officers, to ensure that the reports are used by those whose responsibilities include monitoring the work of the authorized users.

Meeting this Requirement

The SWA must explain in their documentation how their system design will monitor and/or prevent their employees from browsing SSA information. If the design is based on a “permission module” (see above), a similar design, or is transaction driven (i.e. no employee initiated transactions) then the SWA does not need to implement additional systematic and/or managerial oversight procedures to monitor their employees access to SSA information. The SWA only needs to monitor user access control violations. The documentation should clearly explain how the system design will prevent SWA employees from browsing SSA records.

If the SWA system design permits employee initiated transactions that are uncontrolled (i.e. no systematically enforced relationship to an SWA client), then the SWA must develop and document the monitoring and anomaly detection process they will employ to deter their employees from browsing SSA records.
information. The SWA should include sample report formats demonstrating their capability to produce the types of reports described above, and the SWA should include a description of the process that will be used to distribute these reports to managers/supervisors, and the management controls that will ensure the reports are used for their intended purpose.

During onsite certification, the IV&V contractor, or other certifier, will request a demonstration of the SWA’s monitoring and anomaly detection capability.

- If the design is based on a permission module or similar design, or is transaction driven, the SWA will demonstrate how the system triggers requests for information from SSA.

- If the design is based on a permission module, the SWA will demonstrate the process by which requests for SSA information are prevented for Social Security Numbers not present in the SWA system (e.g. by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the SWA system.)

- If the design is based on systematic and/or managerial monitoring and oversight, the SWA will provide copies of anomaly detection reports and demonstrate the report production capability.

During onsite certification, the IV&V contractor, or other certifier, also will meet with a sample of managers and/or supervisors responsible for monitoring ongoing compliance to assess their level of training to monitor their employee’s use of SSA information, and for reviewing reports and taking necessary action.

5. **Management Oversight and Quality Assurance**

The SWA must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA information through the ICON system, and to ensure there is ongoing compliance with the terms of the SWA’s data exchange agreement with SSA. The management oversight function must consist of one or more SWA management officials whose job functions include responsibility for assuring that access to and use of SSA information is appropriate for each employee position type for which access is granted.

This function also should include responsibility for assuring that employees granted access to SSA information receive adequate training on the sensitivity of the information, safeguards that must be followed, and the penalties for misuse, and should perform periodic self-reviews to monitor ongoing usage of the online access to SSA information. In addition, there should be the capability to randomly sample work activity involving online requests for SSA information to
determine whether the requests comply with these guidelines. These functions
should be performed by SWA employees whose job functions are separate from
those who request or use information from SSA.

**Meeting this Requirement**

The SWA must document that they will establish and/or maintain ongoing
management oversight and quality assurance capabilities for monitoring the
issuance and maintenance of user ID’s for online access to SSA information, and
oversight and monitoring of the use of SSA information within the SWA business
process. The outside entity should describe how these functions will be
performed within their organization and identify the individual(s) or component(s)
responsible for performing these functions.

During onsite certification, the IV&V contractor, or other certifier, will meet with
the individual(s) responsible for these functions and request a description of how
these responsibilities will be carried out.

6. **Security Awareness and Employee Sanctions**

The SWA must establish and/or maintain an ongoing function that is responsible
for providing security awareness training for employees that includes information
about their responsibility for proper use and protection of SSA information, and
the possible sanctions for misuse. Security awareness training should occur
periodically or as needed, and should address the Privacy Act and other Federal
and State laws governing use and misuse of protected information. In addition,
there should be in place a series of administrative procedures for sanctioning
employees who violate these laws through the unlawful disclosure of protected
information.

**Meeting this Requirement**

The SWA must document that they will establish and/or maintain an ongoing
function responsible for providing security awareness training for employees that
includes information about their responsibility for proper use and protection of
SSA information, and the possible sanctions for misuse of SSA information. The
SWA should describe how these functions will be performed within their
organization, identify the individual(s) or component(s) responsible for
performing the functions, and submit copies of existing procedures, training
material and employee acknowledgment statements.

During onsite certification, the IV&V contractor, or other certifier, will meet with
the individuals responsible for these functions and request a description of how
these responsibilities are carried out. The IV&V contractor, or other certifier, also
will meet with a sample of SWA employees to assess their level of training and
understanding of the requirements and potential sanctions applicable to the use and misuse of SSA information.

7. Data and Communications Security

The encryption method employed must meet acceptable standards designated by the National Institute of Standards and Technology (NIST). The recommended encryption method to secure data in transport for use by SSA is the Advanced Encryption Standard (AES) or triple DES (DES3) if AES is unavailable.

D. Onsite Systems Security Certification Review

The SWA must obtain and participate in an onsite review and compliance certification of their security infrastructure and implementation of these security requirements prior to being permitted to submit online transaction to SSA through the ICON system. DOL will require an initial onsite systems security certification review to be performed by either an independent IV&V contractor, or other DOL approved certifier. The onsite certification will address each of the requirements described above and will include, where appropriate, a demonstration of the SWA’s implementation of each requirement. The review will include a walkthrough of the SWA’s data center to observe and document physical security safeguards, a demonstration of the SWA’s implementation of online access to SSA information through the ICON system, and discussions with managers/supervisors. The IV&V contractor, or other certifier, also will visit at least one of the SWA’s field offices to discuss the online access to SSA information with a sample of line workers and managers to assess their level of training and understanding of the proper use and protection of SSA information.

The IV&V contractor, or other certifier, will separately document and certify SWA compliance with each SSA security requirement. To fully comply with SSA’s security requirements and be certified to connect to SSA through the ICON system, the SWA must submit to DOL a complete package of documentation as described above and a complete certification from an independent IV&V contractor, or other DOL approved certifier, that the SWA system design and infrastructure is in agreement with the SWA documentation and consistent with SSA requirements. Any unresolved or unimplemented security control features must be resolved by the SWA before DOL will authorize their connection to SSA through the ICON system.

Following initial certification and authorization from DOL to connect to SSA through the ICON system, SSA is responsible for future systems security compliance reviews. SSA conducts such reviews approximately once every three years, or as needed if there is a significant change in the SWA’s computing platform, or if there is a violation of any of SSA’s systems security requirements or an unauthorized disclosure of SSA information by the SWA. The format of those reviews generally consists of
reviewing and updating the SWA compliance with the systems security requirements described above.
You may request a copy of State of California, Department of Health Care Services, Agreement Number 17-94105, Exhibit F, Attachment I – Social Security Administration Agreement, by calling HHSA Adult Services Branch at (530) 225-5900.
ATTACHMENT 5

SYSTEM CERTIFICATION REQUIREMENTS FOR THE CMS HUB

Not Applicable
Security Certification Requirements for use of the SSA Data Set via the Centers for Medicare & Medicaid Services’ (CMS) Hub

The Social Security Administration (SSA) does not allow new data exchange partners to begin receiving data electronically until the Authorized State Agency submits an approved Security Design Plan (SDP). SSA’s Office of Information Security (OIS) usually performs an onsite security review to verify and validate that the management, operational, and technical controls conform to the requirements of the signed agreements between SSA and the Authorized State Agency, as well as applicable Federal law and SSA’s technical systems security requirements (Attachment 4 to the Information Exchange Agreement (IEA)). As it concerns the use of the SSA Data Set via the Hub, OIS will waive the initial SDP/Certification for an existing Authorized State Agency if it meets all the following criteria:

1. The Authorized State Agency already has a functioning CMS-approved Integrated Eligibility Verification System (IEVS).
2. The Authorized State Agency is already receiving data from the Hub to support the Medicaid program and/or the Children’s Health Insurance Program (CHIP).
3. The Authorized State Agency will only process requests for the SSA Data Set for administration of health or income maintenance programs approved by SSA through the Hub in conjunction with Insurance Affordability Programs eligibility determinations.
4. The Authorized State Agency agrees that the SSA security controls identified in the IEA and Attachment 4 to the IEA will prevail for all SSA data received by the State Agency, including the SSA Data Set.
5. The Authorized State Agency agrees that a significant vulnerability or risk in a security control, a data loss, or a security breach may result in a suspension or termination of the SSA Data Set through the Hub. In this case, at SSA’s request, the Authorized State Agency agrees to immediately cease using the SSA Data Set for all SSA authorized health or income maintenance programs until the State Agency sufficiently mitigates or eliminates such risk(s) and/or vulnerabilities to SSA’s data.
6. The Authorized State Agency agrees not to process verification requests through the Hub from a standalone application for health or income maintenance program requests that have no connection to Insurance Affordability Programs eligibility determinations.

In the event that an Authorized State Agency decides to implement a new integrated eligibility system or use a different Authorized State Agency to implement the health or income maintenance data exchange process through the Hub, the Authorized State Agency will submit to SSA’s OIS an SDP and be approved/certified prior to receipt of the SSA Data Set through the Hub. The Authorized State Agency will adhere to the following criteria, in addition to those stated in the IEA, section C, Program Questionnaire:

1. The Authorized State Agency agrees to provide an attestation to SSA that it has received certification through the CMS Hub approval MARS-E process.
2. The Authorized State Agency attests that it operates and has a CMS-approved IEVS and the IEVS initiates the request for the SSA Data Set for the State Agency’s administration of health or income maintenance programs approved by SSA through the Hub in conjunction with Insurance Affordability Programs eligibility determinations.
3. The Authorized State Agency uses a streamlined multi-benefit application. The Authorized State Agency agrees not to process verification requests through the Hub from a standalone application for health or income maintenance program requests that have no connection to Insurance Affordability Programs eligibility determinations.

4. The Authorized State Agency will not request the SSA Data Set through the Hub until it has successfully begun using the Hub for administration of Insurance Affordability Programs eligibility determinations. SSA will begin sending the SSA Data Set to the Authorized State Agency after the State Agency verifies that the Hub process works, as required by the CMS Hub approval MARS-E process.

5. The Authorized State Agency agrees to participate in SSA’s SDP/Certification process prior to transmitting requests for the SSA Data Set through the Hub and to participate in SSA’s triennial security compliance reviews on an ongoing basis.

6. The Authorized State Agency agrees that a significant vulnerability or risk in a security control, a data loss, or a security breach may result in a suspension or termination of the SSA Data Set through Hub. In this case, at SSA’s request, the Authorized State Agency agrees to immediately cease using the SSA Data Set for all SSA authorized health or income maintenance programs until the State Agency sufficiently mitigates or eliminates such risk(s) and/or vulnerabilities to SSA’s data.
ATTACHMENT 6

WORKSHEET FOR REPORTING LOSS OR POTENTIAL LOSS
OF PERSONALLY INDETERMINABLE INFORMATION
Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. Information about the individual making the report to the NCSC:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Position:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Commissioner Level Organization:</td>
<td></td>
</tr>
<tr>
<td>Phone Numbers:</td>
<td></td>
</tr>
<tr>
<td>Work:</td>
<td>Cell:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td></td>
</tr>
<tr>
<td>Check one of the following:</td>
<td></td>
</tr>
<tr>
<td>Management Official</td>
<td>Security Officer</td>
</tr>
</tbody>
</table>

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

<table>
<thead>
<tr>
<th>Name</th>
<th>Bank Account Info</th>
<th>SSN</th>
<th>Medical/Health Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Date of Birth</td>
<td>Benefit Payment Info</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Place of Birth</td>
<td>Mother’s Maiden Name</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address</td>
<td>Other (describe):</td>
</tr>
</tbody>
</table>

Estimated volume of records involved:

3. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

<table>
<thead>
<tr>
<th>Laptop</th>
<th>Tablet</th>
<th>Backup Tape</th>
<th>Blackberry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workstation</td>
<td>Server</td>
<td>CD/DVD</td>
<td>Blackberry Phone #</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>Floppy Disk</td>
<td>USB Drive</td>
<td></td>
</tr>
</tbody>
</table>

Other (describe):
09/27/06

Additional Questions if Electronic:  
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Not Sure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Was the device encrypted?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Was the device password protected?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. If a laptop or tablet, was a VPN SmartCard lost?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cardholder’s Name:  
Cardholder’s SSA logon PIN:  
Hardware Make/Model:  
Hardware Serial Number:  

Additional Questions if Paper:  
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Not Sure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Was the information in a locked briefcase?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Was the information in a locked cabinet or drawer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Was the information in a locked vehicle trunk?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Was the information redacted?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Other circumstances:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:  

| Name: | |
| Position: | |
| Deputy Commissioner Level Organization: | |
| Phone Numbers: | |
| Work: | Cell: | Home/Other: |
| E-mail Address: | |

5. Circumstances of the loss:  
   a. When was it lost/stolen?  
   b. Brief description of how the loss/theft occurred:  
   c. When was it reported to SSA management official (date and time)?

6. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)
7. Which reports have been filed? (include FPS, local police, and SSA reports)

<table>
<thead>
<tr>
<th>Report Filed</th>
<th>Yes</th>
<th>No</th>
<th>Report Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Protective Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Police</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SSA-3114 (Incident Alert)</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SSA-342 (Report of Survey)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):
CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Shasta</td>
<td>94-6000535</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

David A. Kehoe, Chairman, Board of Supervisors

Date Executed

Executed in the County of Shasta

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the
certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,
or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.


1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))
2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)  Federal ID Number

County of Shasta  94-6000535

By (Authorized Signature)

Printed Name and Title of Person Signing

David A. Kehoe, Chairman, Board of Supervisors

Date Executed  Executed in the County and State of

County of Shasta, California
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
Reappointments to the Shasta County Mental Health Alcohol and Drug Advisory Board (MHADAB).

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Dean True, Branch Director, (530) 245-6269

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RECOMMENDATION

Reappoint Kari Hess, Charles Menoher and Marvin Peterson to the Shasta County Mental Health, Alcohol and Drug Advisory Board to terms to expire December 31, 2020.

SUMMARY

The Shasta County Mental Health, Alcohol and Drug Advisory Board is recommending reappointment of three members whose terms expire on December 31, 2017.

DISCUSSION

The Shasta County Mental Health, Alcohol and Drug Advisory Board (MHADAB) was established on December 15, 2009 by Resolution No. 2009-121 adopted by the Board of Supervisors. The MHADAB serves as a mental health board required by Welfare & Institutions (W&I) Code § 5604 and an alcohol and drug advisory board authorized by Health & Safety Code § 11805. Three primary roles of the MHADAB are to (1) provide mental health, alcohol and drug programs with regular community input regarding services; (2) identify unmet community needs; and (3) review draft Mental Health Services Act plans and annual updates, and conduct related public meetings.

At its November 1, 2017 meeting, all MHADAB members present voted unanimously to recommend reappointment of current members Kari Hess, Charles Menoher and Marvin Peterson for three-year terms from January 1, 2018 to December 31, 2020. The recommended appointment maintains the statutory requirements pursuant to W&I Code § 5604(a)(2) for membership on the MHADAB.

ALTERNATIVES

The Board may suggest alternative action for reappointments; however, the selected individuals will provide valuable input to Mental Health, Alcohol and Drug Services, and their reappointments come with the support of the MHADAB.

OTHER AGENCY INVOLVEMENT
The County Administrative Office has reviewed these recommendations. The MHADAB supports these recommendations.

**FINANCING**

There is no additional General Fund impact with approval of the recommendations.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - Health and Human Services-16.

SUBJECT:
Award Bid from RFB 18-10 for Vehicle Purchase.

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

Supervisory District No.: All

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

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

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RECOMMENDATION

Take the following actions: (1) Approve and authorize the Health and Human Services Agency to purchase a total of three vehicles, in an amount not to exceed $74,115.75 (including all taxes and fees); and (2) approve and authorize County Purchasing to award the bid from Request for Bid No. 18-10 for the purchase of three sport utility vehicles to Crown Motors, LLC for a total purchase price of $74,115.75 (including all taxes and fees).

SUMMARY

The Health and Human Services Agency (HHSA) needs to replace three aging vehicles. Request for Bids (RFB) was conducted and the low bidder was Crown Motors.

DISCUSSION

The Health and Human Services Agency (HHSA) is purchasing three sport utility (SUVs) vehicles to replace existing aging County vehicles which, with ages ranging from 11 to 16 years old, have exceeded their recommended 10-year life span. Two of the SUVs will meet the needs of the Adult Services Branch and the third SUV will meet the needs of Regional Services Branch, serving clients living in the more rural areas of the community.

The Support Services Department-Purchasing Unit (County Purchasing) released and managed the Request for Bids (RFB) process on RFB 18-10 for the purchase of the three SUVs. Three prospective vendors submitted a combined total of five bids. The low bidder that met all the specifications was Crown Motors, LLC. The Notices of Intent to Award were sent in the mail on Friday, November 17, 2017. The 10-day protest period ended Monday, November 27, 2017 at 9:00 a.m.

ALTERNATIVES
The Board could instruct HHSA to not purchase any or all of the vehicles at this time.

OTHER AGENCY INVOLVEMENT

The County Administrative Office and Fleet Management have reviewed this recommendation. County Purchasing managed the Request for Bid process.

FINANCING

The Department’s FY 2017/18 Adopted Budget includes sufficient appropriation authority for the activities described in this report. There is no additional General Fund impact with the proposed recommendation.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - Health and Human Services-17.

SUBJECT:
Intergovernmental Transfer Letter of Interest

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

Supervisorial District No.: All

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

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

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RECOMMENDATION

Take the following actions: (1) Approve and authorize the Chairman to sign a Letter of Interest for the Fiscal Year (FY) 2017-18 Intergovernmental Transfer where Shasta County is willing to contribute up to $4,586,294 in order to receive funding to assist in financing health improvements for Medi-Cal beneficiaries in Shasta County; and (2) authorize the Health and Human Services Agency Director or his designee to complete and submit the State FY 2017-18 Voluntary Rate Range Program Supplemental Attachment to the California Department of Health Care Services.

SUMMARY

Approval of the Letter of Interest (LOI) will confirm the interest of Shasta County Health and Human Services Agency (HHSA) in working with Partnership HealthPlan of California (PHC) and the California Department of Health Care Services (DHCS) to provide a Medi-Cal managed care rate range Intergovernmental Transfer (IGT). This is a non-binding letter, stating our interest to participate in financing health improvements for Medi-Cal beneficiaries in Shasta County. In order for Shasta County to participate in the FY 2017-18 IGT, the LOI must be submitted to DHCS.

DISCUSSION

On June 9, 2015, the Board of Supervisors approved participation in the FY 2013-14 IGT. The IGT process is a funding strategy under Section 1903(w)(a) of the Social Security Act whereby states and/or local governments can utilize state or local funds to increase federal matching dollars for Medicaid programs. California currently receives a 50 percent match for services provided through Medi-Cal, the California Medicaid program. Currently, the State claims federal funds for use in the Medi-Cal system at a level that is less than the maximum allowable federal funding level. The difference between the maximum allowable federal funding level and the actual amount drawn down by the State is referred to as “headroom.” This “headroom” of unused federal reimbursement is available to be drawn down through an IGT by counties and other public entities covered by a Medi-Cal managed care plan.
PHC, a County Organized Health System, is the provider of managed health care services for low-income individuals and families eligible for Medi-Cal in Shasta County. The additional Medicaid funds must be used for the provision of health care services to Shasta County residents and cannot be transferred into the County’s General Fund. Per PHC policy, HHSA must use the additional federal Medicaid funds to improve behavioral health services, care coordination, oral health services, and/or access to specialty care for Medi-Cal beneficiaries.

For many years, California Counties covered by Medi-Cal managed care plans have had the opportunity to secure federal matching funds for their local health care expenditures on behalf of the Medi-Cal population. The mechanism for securing these funds involved an IGT, whereby the county transfers funds to DHCS, and DHCS then uses the funds to draw down additional federal funding from the federal Center for Medicare and Medicaid Services (CMS), which is then transferred to the Medi-Cal Managed Care health plan for that county. The Medi-Cal Managed Care health plan then makes payments to its contracted Medi-Cal providers which results in the county getting back the transferred funds, along with the matching federal funds that are contained in the Medi-Cal expenditures, less a 20 percent DHCS administration fee, managed care organization (MCO) taxes, and a three percent managed care plan administrative fee.

**ALTERNATIVES**

The Board could choose not to approve the Letter of Interest.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

There is no additional General Fund impact with the proposed recommendation. HHSA is estimated to receive a net amount of $4,586,294 in IGT funding for the FY 2017-18 IGT rate period.

**ATTACHMENTS:**

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<th>Description</th>
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<tr>
<td>Letter of Interest</td>
<td>11/28/2017</td>
<td>Letter of Interest</td>
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Jennifer Lopez  
Acting Division Chief  
Capitated Rates Development Division  
Department of Health Care Services  
1501 Capitol Avenue, MS 4413  
P.O. Box 997413  
Sacramento, CA 95899-7413

Dear Ms. Lopez:

This letter is to confirm the interest of Shasta County Health and Human Services Agency, a governmental entity, federal I.D. Number 94-6000535 in working with the Partnership HealthPlan of California (MCP) and California Department of Health Care Services (DHCS) to provide an Intergovernmental Transfer (IGT) to be used as a portion of the nonfederal share of actuarially sound Medi-Cal managed care capitation rate payments incorporated into the contract between the MCP and DHCS for the period of July 1, 2017 to June 30, 2018. This is a non-binding letter, stating our interest in helping to finance health improvements for Medi-Cal beneficiaries in our jurisdiction. The governmental entity’s funds are being provided voluntarily, and the State of California is in no way requiring the governmental entity to provide any funding.

Shasta County Health and Human Services Agency is willing to contribute up to $4,586,294 for the SFY 2017-18 rating period, as negotiated with the MCP. We recognize that, unless a waiver is approved by DHCS, there will be an additional 20-percent assessment fee payable to DHCS on the funding amount, for the administrative cost of operating the voluntary rate range program.

The following individual from our organization will serve as the point of communication between our organization, the MCP and DHCS on this issue:

Health & Human Services Agency  
Business and Support Services  
Tracy Tedder, Branch Director  
1810 Market Street  
Redding, CA 96001-1930  
Phone: (530) 229-8425  
Fax: (530) 225-5555  
tedder@co.shasta.ca.us

I certify that I am authorized to sign this certification on behalf of the governmental entity and that the statements in this letter are true and correct.

Sincerely,

David A. Kehoe, Chairman
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - Health and Human Services-18.

SUBJECT:
Agreement with California Department of Public Health for Childhood Lead Poisoning Prevention

DEPARTMENT: Health and Human Services Agency - Public Health

Supervisorial District No.: ALL

DEPARTMENT CONTACT: Brandy Isola, MPH, HHSA – Public Health Deputy Branch Director, (530) 245-6861

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD, Public Health Branch Director

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RECOMMENDATION

Take the following actions regarding the California Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP) grant: (1) Approve and authorize the Chairman to sign: (a) a retroactive renewal revenue agreement with the California Department of Public Health, Agreement No. 17-10260, for Shasta County to receive funding in an amount not to exceed $299,556 for CLPPP activities for the period July 1, 2017 through June 30, 2020; and (b) the Certification Regarding Lobbying, and; (2) approve and authorize the Health and Human Services Agency (HHSA) Director or any HHSA Branch Director to sign minor prospective and retroactive amendments and other documents that result in a net change in compensation not to exceed $59,000 as long as they otherwise comply with Administrative Policy 6-101, Shasta County Contracts Manual.

SUMMARY

The California Department of Public Health (CDPH) requires that a local Childhood Lead Poisoning Prevention Program (CLPPP) be established and successfully maintained in the jurisdiction of each local health department throughout California. Approval of this agreement will allow HHSA Public Health to continue providing coordination of childhood lead poisoning prevention and education activities in Shasta County through June 30, 2020.

DISCUSSION

While childhood lead poisoning has declined in the United States over the past 20 years, it continues to be an important health problem. Lead is most harmful to children under age six because it is easily absorbed into their growing bodies and interferes with the developing brain and other organs and systems. Lead-exposed children tend to display learning and behavior problems. High lead levels may cause developmental delays and even death. Pregnant women and women of childbearing age are also at increased risk because lead ingested by the mother can transfer to the fetus.

California Health and Safety Codes established the CLPPP several years ago, to prevent and mitigate the impact of childhood
lead poisoning. CDPH has provided funding to Shasta County since FY 1999-00 to reduce childhood lead exposure by gathering and analyzing information, providing outreach and education, coordinating medical follow-up, and identifying potential lead sources in an exposed child’s environment. During the next three years, local strategies for decreasing exposure and incidence of childhood lead poisoning will include:

Improved detection of lead-poisoned children by assuring that at-risk children receive blood lead screening tests at an appropriate age;

Maintenance of a surveillance system for lead levels in children; Providing outreach and education to families of high risk children in conjunction with other Public Health Programs such as Maternal, Child and Adolescent Health (MCAH), Supplemental Nutrition Program for Women, Infants, and Children (WIC), and Child Health and Disability Prevention Program (CHDP), and through community agencies such as Shasta Head Start and other caregivers;

Providing lead education materials to agencies that enforce housing and building standards in an effort to support lead reduction in older housing; and

Providing case management activities to families of children identified as having elevated blood lead levels.

Additionally, the agreement authorizes, with prior approval of the state, without amendment, budget line item shifts up to 15 percent of the annual agreement total, as long as the annual agreement total does not change.

**ALTERNATIVES**

Alternatives include not approving the agreement and related documents. The Board can also choose not to authorize the HHSA Director or HHSA Branch Director to sign related documents or amendments.

**OTHER AGENCY INVOLVEMENT**

HHSA-Public Health will continue collaboration with Environmental Health, local health care providers, City of Redding Housing Authority, Shasta County Housing Authority, Shasta Head Start, as well as public and private social services agencies to carry out local childhood lead poisoning prevention activities. County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

HHSA Public Health’s FY 2017-18 Adopted Budget includes the anticipated expenditures and revenue associated with this agreement. Revenue and related expenditures for future fiscal years will be included in subsequent budget requests. There is no additional General Fund impact with approval of the recommendation.

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<tr>
<td>CDPH Childhood Lead Poisoning Prevention</td>
<td>11/16/2017</td>
<td>CDPH Childhood Lead Poisoning Prevention</td>
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</table>
1. This Agreement is entered into between the State Agency and the Contractor named below:
   
   **STATE AGENCY’S NAME**
   California Department of Public Health
   
   **CONTRACTOR’S NAME**
   Shasta County Health and Human Services Agency
   
2. The term of this Agreement is:
   
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<th>Month</th>
<th>Year</th>
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<tr>
<td>July 1</td>
<td>2017</td>
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<td>through</td>
<td>June 30</td>
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3. The maximum amount of this Agreement is:
   
   $299,556

   Two Hundred Ninety Nine Thousand Five Hundred and Fifty Six Dollars

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

   - Exhibit A – Scope of Work/Work Plan: 38 pages
   - Exhibit B – Budget Detail and Payment Provisions: 3 pages
   - Attachments I – Budget Detail (Years 1 - 3): 1 page
   - Exhibit C* – General Terms and Conditions: GTC 04/2017
   - Exhibit D – Special Terms and Conditions: 16 pages
   - Exhibit E – Additional Provisions: 1 page
   - Exhibit F – Federal Terms and Conditions: 8 pages
   - Exhibit G – Information Privacy and Security Requirements: 11 pages
   - Exhibit H – Inventory/Disposition of CDPH - Funded Equipment: 2 pages
   - Exhibit I – Contract Equipment Purchased with CDPH Funds: 2 pages
   - Exhibit J – Glossary of CLPPB Related Acronyms and Terms: 4 pages

*Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx).

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

**CONTRACTOR**

Shasta County Health and Human Services Agency

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<tr>
<th>PRINTED NAME AND TITLE OF PERSON SIGNING</th>
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<tr>
<td>David A. Kehoe, Shasta County Board of Supervisors Chair</td>
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<th>ADDRESS</th>
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<tr>
<td>C/O Linda Reynolds</td>
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<tr>
<td>2650 Breslauer Way, Redding, CA 96001-4246</td>
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**STATE OF CALIFORNIA**

**AGENCY NAME**

California Department of Public Health

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<td>Jeff Mapes, Chief, Contracts Management Unit</td>
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<tr>
<td>1616 Capitol Avenue, Suite 74.317, MS 1800, PO Box 997377</td>
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<tr>
<td>Sacramento, CA 95899-7377</td>
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California Department of General Services Use Only

Page 404 of 611
CDPH Agreement # 17-10260

RISK MANAGEMENT APPROVAL
BY: James Johnson
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Page 405 of 611
1. Service Overview

Contractor agrees to provide to local communities the services described herein.

This contract provides Local Assistance funds which are specifically authorized by the Health and Safety Code, Section 105290, to the contractor. The contractor will provide direct case management for the children of California, as well as education to the communities, families, and health care providers within its jurisdiction. The contractor will coordinate lead-related activities of local agencies and organizations; alert the Childhood Lead Poisoning Prevention Branch to new sources of lead exposure and to barriers in the continuum of care and prevention; and help develop creative new strategies towards realizing a healthy, lead-safe environment in which all the children of the State of California can achieve their full potential. This agreement is a Cooperative Act Agreement, pursuant to Health and Safety Code 38070 et.seq.

2. Service Location

The services shall be performed at applicable facilities in the County of Shasta.

3. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, 8:00AM – 5:00PM, excluding national and State holidays.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

<table>
<thead>
<tr>
<th>California Department of Public Health</th>
<th>Shasta County Health and Human Services Agency</th>
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<tbody>
<tr>
<td>Andy Knapp, Contract Manager</td>
<td>Linda Reynolds, CLPPP Coordinator</td>
</tr>
<tr>
<td>Telephone: (510) 620-5616</td>
<td>Telephone: (530) 225-5176</td>
</tr>
<tr>
<td>Fax: (510) 620-5656</td>
<td>Fax: (530) 225-5017</td>
</tr>
<tr>
<td>Email: <a href="mailto:andrew.knapp@cdph.ca.gov">andrew.knapp@cdph.ca.gov</a></td>
<td>Email: <a href="mailto:lreynolds@co.shasta.ca.us">lreynolds@co.shasta.ca.us</a></td>
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</table>

B. Direct all inquiries to:

<table>
<thead>
<tr>
<th>California Department of Public Health</th>
<th>Shasta County Health and Human Services Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Childhood Lead Poisoning Prevention Branch</td>
<td>Childhood Lead Poisoning Prevention Program</td>
</tr>
<tr>
<td>Attention: Andy Knapp, Contract Manager</td>
<td>Attention: Linda Reynolds, CLPPP Coordinator</td>
</tr>
<tr>
<td>850 Marina Bay Parkway, Building P, Third Floor</td>
<td>2650 Breslauer Way, Redding, CA 96001</td>
</tr>
<tr>
<td>Richmond, CA 94804-6403</td>
<td>Telephone: (530) 225-5176</td>
</tr>
<tr>
<td>Telephone: (510) 620-5616</td>
<td>Fax: (530) 225-5017</td>
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<tr>
<td>Fax: (510) 620-5656</td>
<td>Email: <a href="mailto:lreynolds@co.shasta.ca.us">lreynolds@co.shasta.ca.us</a></td>
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<tr>
<td>Email: <a href="mailto:andrew.knapp@cdph.ca.gov">andrew.knapp@cdph.ca.gov</a></td>
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</table>

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.
5. **Scope of Work Changes**

A. Pursuant to Health and Safety code Section 38077(b)(2), changes and revisions to the Scope of Work (SOW) contained in the agreement, utilizing the “allowable cost payment system” may be proposed by the Contractor in writing. Failure to notify the CDPH of proposed revisions to the SOW may result in an audit finding.

B. The CDPH will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the SOW within thirty (30) calendar days of the date the request is first received in the Department. Should the CDPH fail to respond to the Contractor’s request within thirty (30) calendar days of receipt, the Contractor’s request shall be deemed approved.

C. The CDPH may also request changes and revisions to the SOW. The CDPH will make a good-faith effort to provide the Contractor thirty (30) calendar days advance written notice of said changes or revisions.

D. No changes to the SOW agreed to pursuant to this paragraph shall take effect until the cooperative agreement is amended and the amendment is approved as required by law and this agreement.

6. **Required Deliverables for Program Review and Evaluation**

A. The Contractor will submit as deliverables to the CLPPB the following documents:

1) Biannual Progress Reports using the CLPPB Progress Report format.
2) Quarterly invoices as outlined in Exhibit B, Provision 1, page 1 of 4.
3) Completed pages of the Lead Poisoning Follow-up Form (LPFF) and attachments.
4) Completed Form 8552 for each Lead Hazard Evaluation (includes clearance, Environmental Investigation (EI) and risk assessment) that is performed.
5) Status report, case management information, and other contract-related information as requested by CLPPB for program review.
6) Entry of data into the Response and Surveillance System for Childhood Lead Exposures ll (RASSCLE ll), as negotiated with CLPPB.
7) Contractor-developed CLPPP educational materials, if any (must be approved by CLPPB).

7. **Subcontracts Requirements**

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

8. See the following pages for a detailed description of the services to be performed
Goal 1: A Childhood Lead Poisoning Prevention Program (CLPPP) shall be successfully administered in the jurisdiction of each local health department.

Objective 1-I: Maintain (or establish) and successfully administer a local CLPPP.

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Designate a CLPPP Coordinator responsible for conducting or overseeing the activities below. Other CLPPP staff may be assigned to perform specific duties of the CLPPP Coordinator, with the exception of the role of primary program contact, which must be performed by the CLPPP Coordinator.</strong></td>
<td>Within thirty (30) days of start date</td>
<td>Program Coordinator/Public Health Nurse III (CC/PHN)</td>
<td><strong>CLPPPs must conduct all Goal 1 deliverables.</strong></td>
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<tr>
<td><strong>All CLPPPs must conduct all of the following Goal 1 activities:</strong></td>
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<td><strong>All CLPPPs are responsible for completing activities that have been selected:</strong></td>
</tr>
<tr>
<td>a. Prepare and implement a CLPPP Work Plan that identifies appropriate activities and staff for the needs and resources available to the Local Health Jurisdiction (LHJ).</td>
<td>Ongoing</td>
<td>CC/PHN</td>
<td>☑ Prepared CLPPP Work Plan.</td>
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<tr>
<td>b. Coordinate all CLPPP services and activities within the LHJ.</td>
<td>Ongoing</td>
<td>CC/PHN</td>
<td>☑ CLPPP Personnel Justification Form submitted.</td>
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<td>c. Act as primary program contact with the State Childhood Lead Poisoning Prevention Branch (CLPPB).</td>
<td>Ongoing</td>
<td>CC/PHN</td>
<td>☑ Completed CLPPP Contact List.</td>
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<tr>
<td>d. Ensure adherence with and implementation of all CLPPB contract requirements, including the CLPPP Work Plan, and with CLPPB policies and procedures.</td>
<td>Ongoing</td>
<td>CC/PHN</td>
<td>☑ Executed Work Plan.</td>
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<td>☑ CLPPP Coordinator designated as primary program contact for all CLPPB communications.</td>
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<td>☑ Monitor compliance of SOW and contract.</td>
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<td>☑ Maintain evidence of CLPPP contract performance (e.g., Progress Reports, quarterly meeting minutes, duty statements).</td>
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<td>☑ Ensure staff providing services to children have and maintain professional qualifications and criteria.</td>
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### Exhibit A
Scope of Work / Work Plan

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
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<tr>
<td>e. Ensure CLPPP representation in person or by phone conferencing, audio or video formats, at CLPPB-sponsored meetings and trainings, and CLPPB working groups as requested. These would include but not be limited to, regional and statewide program meetings, trainings for new CLPPP coordinators, training on time study documentation as appropriate, training on the use of the CLPPB data system, and trainings for other CLPP personnel as required.</td>
<td>Ongoing</td>
<td>CC/PHN, Public Health Nutritionist II (RD)</td>
<td>✗ Participate in CLPPB-sponsored meetings, trainings, and working groups.</td>
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<td>f. Ensure all staff providing services to children under this contract have and maintain the professional qualifications and criteria (education, licenses, and training) required by CLPPB. Notify CLPPB when staff changes occur, no later than five working days after the change.</td>
<td>Ongoing</td>
<td>CC/PHN, RD, Public Health Assistant (PHA)</td>
<td>✗ Record of (current) professional qualifications for all staff providing services to children.</td>
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<tr>
<td>g. Convene and conduct CLPPP Team quarterly meetings, in person or through phone conferencing, video or audio formats, with participation by all CLPPP team members.</td>
<td>Quarterly</td>
<td>CC/PHN, RD, PHA</td>
<td>✗ Minutes from quarterly meetings.</td>
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<tr>
<td>h. Ensure that required CLPPP documentation is submitted in a timely manner and according to CLPPB requirements, including but not limited to, case management forms and documents, and biannual CLPPP Progress Reports.</td>
<td>Ongoing</td>
<td>CC/PHN, RD, PHA</td>
<td>Submit the following documents to CLPPB: ✗ Case management forms and documents ✗ Biannual CLPPP Progress Reports ✗ Quarterly invoices ✗ Other (please specify):</td>
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</tbody>
</table>
Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables
--- | --- | --- | ---
2. **Tier 2** - All CLPPPs receiving basic State funding allocations greater than $300,000 annually, are expected to carry out additional activities above those described in the core goals listed as "All CLPPPs", in the SOW. These additional activities are referred to as Tier 2 activities, and are listed throughout the SOW. *(Details of the activities are to be specified by the LHJ.)*

*Indicate which activities will be conducted with a “X”:*
- Host, facilitate, and/or take minutes at one or more regional meetings or CLPPB-sponsored trainings.
- Other *(please specify):*  

*Indicate timeline for Tier 2 activities:*

*Indicate which items will be completed with an “X”:
- Agendas from CLPPB-sponsored meetings/trainings.
- Other *(please specify):*
Goal 2: Decrease the exposure of children to lead and the incidence of increased childhood blood lead levels (BLLs).

Objective 2-I: Inform families and child caregivers who are responsible for children at risk of lead exposure about how to prevent lead exposure and teach them that there is no known safe level of lead in the body.

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<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
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<tr>
<td>1. All CLPPPs will develop and implement Outreach and Education activities according to CLPPB standards, as indicated in the Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure and updates. Activities should be appropriate for the jurisdiction. The breadth and extent of the activities should be proportional to the applicant’s resources. LHJs are encouraged to collaborate with other health programs, and with environmental or housing programs, to maximize resources and populations reached. Each year of the contract, the CLPPP will raise awareness or alter opinions and attitudes by conducting two of the following activities:</td>
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<td>Ongoing</td>
<td>CC/PHN, RD, PHA</td>
<td><strong>CLPPPs must maintain all items below.</strong> Boxes marked with an “X” indicate items will be maintained:</td>
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<td>- Description of activities</td>
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<td>- Quantity and description of people reached at each activity</td>
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<td>- Quantity of outreach materials distributed at each activity</td>
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<td>Indicate which additional items(s) will be completed with an “X”:</td>
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<td>- Educational print materials and/or presentations for families, caregivers, and/or schools (Must be approved by CLPPB)</td>
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<td>- Survey instruments (e.g., pre/post-tests, needs assessments, field tests)</td>
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<td>- Behavior change and/or knowledge gain outcomes</td>
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<td>Other (please specify):</td>
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<td>(Details of the activities are to be specified by the LHJ.)</td>
<td>Indicate timeline for Objective 2-1 activities below:</td>
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# Exhibit A
Scope of Work / Work Plan

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activity I:</strong> Shasta HHSA CLPPP will conduct media and or social media campaigns about Lead poisoning prevention annually and when appropriate during contract. (1) one</td>
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<tr>
<td><strong>Activity II:</strong> Each calendar year the CLPPP will provide outreach materials to entities that provide service to children and/or pregnant women to raise awareness about possible lead in their environment and how to make their environment safe for their family. (1) one</td>
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<tr>
<td><strong>Activity III:</strong> Each year of the contract the CLPPP will conduct (1) one presentation targeting parents and/or childcare providers of government assisted child caregivers each year. The objective of the presentations will be to increase awareness of how to prevent lead Poisoning.</td>
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<tr>
<td>1. Awareness of presentation attendees will be measured by having them take a basic quiz before the presentation and another after where parents and childcare givers will answer Lead questions with 80% of questions correct.</td>
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<tr>
<td>2. Presentation attendees will have an option To request more information about childhood lead poisoning by responding “yes” at the bottom of questioner or verbally to the presenter.</td>
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<tr>
<td>3. CLPPP will facilitate a mailing of Lead Education Brochures to parents, schools and Head Start programs.</td>
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</tbody>
</table>
2. **Tier 2** - The LHJ is to add **one or more** additional activities to support the objective, as resources allow. These additional activities require prior approval from CLPPB. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.

*(Details of the activities are to be specified by the Local Health Jurisdiction LHJ.)*

**Please specify:**

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tier 2</strong> activities:</td>
<td><strong>Indicate timeline for Tier 2 activities:</strong></td>
<td><strong>CLPPPs must maintain all items below.</strong></td>
<td><strong>Boxes marked with an “X” indicate items will be maintained:</strong></td>
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<td></td>
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<td>Description of activities</td>
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<td>Quantity and description of people reached by activities</td>
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<td></td>
<td>Quantity of outreach materials distributed at each activity</td>
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<td><strong>Indicate which additional item(s) will be completed with an “X”:</strong></td>
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<td>Educational print materials, and/or presentations for families, caregivers, and/or schools. (Must be approved by CLPPB)</td>
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<td>Quantity and description of people reached by activities</td>
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<td>Presentation evaluation</td>
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<td>Survey instruments (e.g., pre/post-tests, needs assessments, field tests)</td>
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<td>Behavior change and/or knowledge gain outcomes</td>
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<td>Other (please specify):</td>
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</table>

**Objective 2-II:** Inform health care providers of their legal responsibilities with respect to counseling on how to avoid lead exposure and lead poisoning, and of available case management, and other services for children with increased blood lead

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
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</thead>
<tbody>
<tr>
<td><strong>Provide outreach and education to health care providers.</strong> <em>(Details to be specified by the CLPPP, examples given below)</em></td>
<td><strong>Ongoing</strong></td>
<td><strong>CC/PHN, RD</strong></td>
<td><strong>Description of activities</strong></td>
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<tr>
<td>Activities should be appropriate for the applicant’s resources. Programs are encouraged to collaborate with other health programs to maximize resources and health care providers reached.</td>
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<td><strong>Quantity and description of people reached by activities</strong></td>
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<td><strong>Quantity of outreach materials distributed at each activity</strong></td>
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### Activities to Support the Objective

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<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
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</thead>
<tbody>
<tr>
<td>All CLPPPs must indicate at least <strong>two</strong> activities below they will conduct.</td>
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<td><strong>CLPPPs must maintain all items below:</strong></td>
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<tr>
<td>□ Grand Rounds presentations to health care providers</td>
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<td>“X” mark indicates items will be maintained:</td>
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<tr>
<td>□ Brown-bag presentations</td>
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<td>□ Description of outreach to providers and/or WIC/CHDP staff</td>
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<tr>
<td>□ Nursing or medical school lectures</td>
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<td>□ Record of number of clinics/staff/providers reached</td>
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<tr>
<td>☑ Mailing or distributing newsletters, brochures, or informational program materials for healthcare providers and distribution to their patient population.</td>
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<td>□ Record of number of material distributed to clinics/staff/providers</td>
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<tr>
<td>☑ Outreach to clinics</td>
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<td>Indicate which additional item(s) below will be completed with an “X”:</td>
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<tr>
<td>☑ Outreach to centers and staff of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Child Health and Disability Prevention Program (CHDP)</td>
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<td>□ Presentation materials (Must be approved by CLPPB)</td>
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<td>□ Other CLPPP activities (approved by CLPPB).</td>
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<td>□ Presentation evaluation</td>
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<td>□ Pre/post-tests examining knowledge gains and/or behavior change</td>
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<td>☑ Informational program materials (Must be approved by CLPPB.)</td>
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<td>□ Other (please specify):</td>
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*Please specify:*

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2. **Tier 2**- The LHJ is to add **one or more** additional activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.

*Please specify activities:*

---

*Indicate timeline for Tier 2 activities:*

---

*CLPPPs must maintain all items below:*

"X" mark indicates items will be maintained: Description of outreach to providers and/or WIC/CDPH staff

- Record of number of clinics/staff/providers reached
- Record of number of material distributed to clinics/staff/providers

Indicate which additional item(s) will be completed with an “X”:

- Presentation materials (Must be approved by CLPPB)
- Presentation evaluation
- Pre/post-tests examining knowledge gains and/or behavior change
- Informational program materials (Must be approved by CLPPB.)
- Other (please specify):
### Objective 2-III: Increase awareness of lead hazards among those local governmental agencies and businesses that can assist in decreasing lead exposures to children. Examples include code enforcement, building departments, other environmental agencies, and health officer and business associations. Examples of businesses include home improvement stores, hardware stores, paint stores, garden supply and landscaping.

<table>
<thead>
<tr>
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<th>Timeline</th>
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<th>Evaluation/Deliverables</th>
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<tbody>
<tr>
<td><strong>2. Tier 2-</strong> The LHJ is to add <strong>one or more</strong> additional activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract. <strong>Please specify activities:</strong></td>
<td>Indicate timeline for Tier 2 activities:</td>
<td></td>
<td>Presentation materials (Must be approved by CLPPB)</td>
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<td>Presentation evaluation</td>
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<td>Pre/post-tests examining knowledge gains and/or behavior change</td>
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<td>Informational program materials (Must be approved by CLPPB)</td>
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<td>Other (please specify):</td>
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**Objective 2-III:** Increase awareness of lead hazards among those local governmental agencies and businesses that can assist in decreasing lead exposures to children. Examples include code enforcement, building departments, other environmental agencies, and health officer and business associations. Examples of businesses include home improvement stores, hardware stores, paint stores, garden supply and landscaping.

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<th>Evaluation/Deliverables</th>
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<tbody>
<tr>
<td><strong>1. Maintain collaborative working relationships with local enforcement agencies and businesses.</strong> This should be achieved by collaborative activities that reach these groups. Programs are encouraged to collaborate with other local governmental or business programs, to maximize resources and groups reached. <strong>All CLPPPs must indicate at least two activities below they will conduct. The number, breadth and extent of the activities chosen are expected to be proportional to the funding and resources provided in the contract.</strong></td>
<td>Ongoing</td>
<td>CC/PHN, RD, PHA</td>
<td><strong>CLPPPs must maintain all items below:</strong></td>
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<td>“X” mark indicates items will be maintained:</td>
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<td>Description of lead hazard awareness promotion undertaken at local enforcement agencies and businesses</td>
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<td>Number of people reached through outreach to local enforcement agencies and businesses</td>
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<td>Number of materials distributed to local enforcement agencies and businesses</td>
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<td>Indicate which additional item(s) below will be completed with an “X”:</td>
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<td>Educational materials regarding codes and requirements (Must be approved by CLPPB)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of phone calls, referrals, and interagency meetings</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Meeting agendas, minutes, sign-in-sheets</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Other (please specify):</td>
</tr>
</tbody>
</table>

**Promote displays and educational activities concerning lead hazard awareness at meetings that are focused on potential lead hazard-related activities, such as local code enforcement groups or environmental groups.**
### Activities to Support the Objective

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Stock lead hazard awareness materials at local building permit offices and/or at other government agencies or businesses.</td>
<td>☑️</td>
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</tr>
<tr>
<td>Inform local agencies about applicable regulations and statutes, including legislative and regulatory requirements in: Health and Safety Code 105251 to 105256; State Housing Law, Health and Safety Code, Sections 17961 and 17920.10; Civil Code, Section 1941.1, and California Code of Regulations, Sections 35001 to 36100.</td>
<td></td>
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</tr>
<tr>
<td>Promote displays and educational activities concerning lead hazard awareness in businesses that are focused on potential lead hazard-related activities, such as hardware, home improvement, and garden supply stores.</td>
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</tr>
<tr>
<td>Promote displays in businesses that deal in products that have been found to contain lead, such as children’s furniture stores.</td>
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<tr>
<td>Other CLPPP activities (approved by the CLPPB). Please specify:</td>
<td></td>
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</tr>
</tbody>
</table>

2. **Tier 2** - The LHJ is to add one or more additional activities or other types of activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract. **Please specify activities:**

   *Indicate timeline for Tier 2 activities:*

   *“X” mark indicates items will be maintained:*
   - Description of lead awareness activities undertaken in relevant businesses and/or governmental agencies
   - Number of people reached through outreach activities
   - Number of materials distributed
   - Other (please specify):
Objective 2-IV: Inform CLPPB of any newly suspected or newly identified sources of childhood lead exposure (other than paint, dust, or soil), such as specific home remedies and brands of imported foods, etc., so that CLPPB can follow up with State and federal agencies. This refers especially to substances not previously known to contain lead, rather than recognized sources newly identified as associated with a particular child. (Once CLPPB confirms that the source is lead-contaminated, CLPPB will advise all the CLPPPs and provide information to help them address the problem locally, as appropriate. CLPPB will also work with State and federal authorities to eliminate the source.)

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>1. All CLPPPs shall be alert to potential new sources of childhood lead exposure and report any such sources to CLPPB within seven (7) days.</td>
<td>Ongoing/Episodic</td>
<td>CC/PHN, RD, PHA</td>
<td>Reports of sources to CLPPB</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>Other (please specify):</td>
</tr>
<tr>
<td>2. Tier 2 - The CLPPP is encouraged to consider approaches to identification of other sources of lead exposure and add further activities (approved by CLPPB) to support the objective, as resources allow. (Details are to be provided by the LHJ.)</td>
<td>Indicate timeline for Tier 2 activities:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please specify activities:

Objective 2-V: Identify and maintain contact with liaisons in other health programs and community groups in the CLPPP’s jurisdiction to facilitate information-sharing, and potential development of joint outreach and education programs. Other health programs include, in particular, CHDP, MCAH, WIC, Head Start, and appropriate managed care plans serving low-income children, including Medi-Cal Managed Care.

<table>
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</thead>
<tbody>
<tr>
<td>1. Develop and maintain contact file, including the names of liaisons, for all government-assisted health programs in the CLPPP jurisdiction, to include CHDP, MCAH, WIC, Head Start, and Medi-Cal (including Medi-Cal Managed Care Plans). For example, if the county provides Medi-Cal through a Managed Care organization, identify the Plan’s liaison for lead.</td>
<td>If the CLPPP has not already established such relationships, they shall be established</td>
<td>CC/PHN, RD, PHA</td>
<td>For all Objective 2-V deliverables, indicate which items will be completed with an “X”:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✗ Contact file, including names of liaisons for government-assisted health programs in the CLPPP’s jurisdiction</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✗ Description of collaborative strategies</td>
</tr>
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<td></td>
<td>Other (please specify):</td>
</tr>
</tbody>
</table>
### Exhibit A
Scope of Work / Work Plan

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</thead>
<tbody>
<tr>
<td><strong>Collaborate with the liaisons in developing strategies for preventing lead exposure, increasing screening, identifying lead-exposed children, and disseminating information on available government-assisted health care programs.</strong></td>
<td>within six months of the start of the contract.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **All CLPPPs must indicate at least one activity which will be accomplished.** Outreach activities conducted with other health programs to achieve this objective may coincide with those specified in Objectives 2-I and 2-II. | Ongoing | CC/PHN, RD, PHA | ✓ Participation in government-assisted health care program meetings
☐ Agendas, meeting minutes, meeting outcomes
☐ Other (please specify):
☐ Description of outreach to other programs
☐ Evaluation of outreach to other programs
☐ Other (please specify):
☐ Other (please specify): |
| ☑ CLPPP will offer to participate in other government-assisted health care program meetings on development of their forms and tools, to ensure the inclusion of required lead poisoning anticipatory guidance and screening. | Ongoing | CC/PHN, RD, PHA | |
| ☑ CLPPP will inform other programs about services provided, such as compiling a brief annual summary of the care management and outreach activities provided to plan members for the local Medi-Cal Managed Care Plan. | | | |
| ☐ Other CLPPP activities (approved by the CLPPB). *Please specify:* | | | |
| ☑ Other CLPPP activities (approved by the CLPPB). *Please specify:* | | | |
2. **Tier 2** - The CLPPP is to add **one or more** activity of the type indicated above, or with community groups as in the example below, to support the objective. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. An example of further potential activities is given below:

- Conduct liaison activities with additional groups such Early Start, Black Infant Health, and other groups in the jurisdiction that conduct health-related outreach and education, and/or improve access to health care.

Activities are to be approved by CLPPB. *(Details of the activities are to be specified by the LHJ).*

Other activities (approved by CLPPB). *Please specify:*

<table>
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<tr>
<th>Activities to Support the Objective</th>
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</table>
| 2. **Tier 2** - The CLPPP is to add **one or more** activity of the type indicated above, or with community groups as in the example below, to support the objective. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. An example of further potential activities is given below: | *Indicate timeline for Tier 2 activities:* |      | □ Description of collaborative strategies  
□ Evaluation of collaborative strategies  
□ Description of outreach to other programs  
□ Evaluation of outreach to other programs  
□ Other *(please specify):* |
### Goal 3: Improve the detection of lead-burdened children by assuring that all at-risk children receive blood lead screening tests at appropriate ages.

**Objective 3-I:** Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using 2012 or later data as available, as a baseline for the number of children tested in the jurisdiction as reported to CLPPB, or other appropriate data source chosen in consultation with CLPPB.

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. All CLPPPs</strong> must conduct the following activities:</td>
<td>Ongoing</td>
<td>CC/PHN, RD, PHA</td>
<td>For all Goal 3 deliverables, indicate which items will be completed with an “X”:</td>
</tr>
<tr>
<td>a. Provide outreach and education to families of high-risk children targeted by California’s most current blood lead screening regulations and to child caregivers for such families, regarding screening for lead poisoning. (For guidance, you may refer to the CLPPB’s A Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposures and updates.)</td>
<td></td>
<td></td>
<td>Description of outreach to families</td>
</tr>
<tr>
<td>b. Inform health care providers of their legal responsibilities with respect to screening and testing for lead poisoning and of available case management services, and communicate the importance of supplying complete patient information to laboratories when sending samples out for blood lead analysis or when referring children for blood lead analysis.</td>
<td></td>
<td></td>
<td>Evaluation of outreach to families (e.g., number of families reached, pre/post-tests)</td>
</tr>
<tr>
<td>c. In its application, the CLPPP may propose additional activities reaching other children and families if resources permit or if a high risk is demonstrated. (Details are to be specified by LHJ.) Outreach activities conducted to achieve this objective may coincide with those specified in Objectives 2-I and 2-II. Indicate activity here:</td>
<td></td>
<td></td>
<td>Other (please specify):</td>
</tr>
<tr>
<td>d. Inform CLPPB if the CLPPP learns of laboratories, including in-office testing by health care providers, which are not reporting blood lead test results to CLPPB.</td>
<td></td>
<td></td>
<td>Description of activity for health care providers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Evaluation of activity for health care providers (e.g., number of providers reached, pre/post-tests, training evaluation)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Other (please specify):</td>
</tr>
</tbody>
</table>

*CLPPP will submit:*
- Status reports (box must be checked)
- Other (please specify):
### Exhibit A
Scope of Work / Work Plan

#### Activities to Support the Objective

<table>
<thead>
<tr>
<th>Activity</th>
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<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| □ Other CLPPP activities (approved by CLPPB).  
  *Please specify:*                                                      |          |       |                         |

2. **Tier 2** - The CLPPP is encouraged to add other, additional activities to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Examples are given below. Activities are to be approved by CLPPB.  (*Details are to be specified by the LHJ.*)

*Indicate which activities will be completed with a check mark:*

- □ Engage local community-based and ethnic organizations to assist in outreach to providers and at-risk communities.
- □ Identify high-risk communities or neighborhoods in which to focus the strategies.
- □ Improve access and remove barriers to screening by building finger stick testing capacity, setting up (with prior CLPPB approval) screening sites that are alternatives to existing clinical sites, etc.
- □ Other CLPPP activities (approved by the CLPPB).  
  *Please specify:*

*Indicate which items will be completed with an “X”:*  
- □ Description of outreach to local community-based and ethnic organizations
- □ Evaluation of outreach (e.g., pre/post-tests)
- □ Plan for improving finger stick testing capacity
- □ Other (*please specify)*:
Goal 4: Management of lead-burdened children shall meet standards of care.

Objective 4-I: Ensure timely and appropriate case management of lead-burdened children in accordance with CLPPB standards.

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
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<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| 1. All CLPPPs must conduct all of the following activities: | Ongoing | CC/PHN | **CLPPPs must maintain all items below.**  
“X” mark indicates items will be maintained:  
☐ Care management information  
☒ Case Status reports |
| a. Ensure that when the CLPPP is notified of a lead-exposed child whose BLL meets the “State Case” definition of a single venous BLL ≥14.5 mcg/dL, or persistent blood lead values ≥9.5 mcg/dL at least 30 days apart, with the second test being venous, or any program updates to this definition, the Public Health Nurse (PHN) shall coordinate care in compliance with: | Ongoing | CC/PHN |  
i. California Health and Safety Code Section 105275 et seq. (appropriate case management);  
ii. CLPPB Program Letters |
| b. Ensure that when the CLPPP is notified of a lead-exposed child whose BLL meets “State Case” definition, all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation and provision of education and informational materials, are conducted in accordance with: | Ongoing | CC/PHN |  
For all activities under Objective 4-I, CLPPP shall conduct described activities and submit the following: (All must be marked with an “X” except “other”).  
☒ Biannual Progress Report  
☐ Case Status reports and case management information  
☐ CLPPB LPFF  
Other (please specify): |
### Activities to Support the Objective

<table>
<thead>
<tr>
<th>Activities</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
   iii. California Code of Regulations, Title 17 Section 35001, *et.seq.*, (Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards);  
   iv. The most recent CLPPB **Surveillance and Data Management Manual**, and Program Letters that update it.  
   v. Lead Test Kit Fact Sheet and updates.                                                                 | Ongoing  | CC/ PHN | ☑ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes). |
| c. Ensure that when notified of a lead-exposed child whose BLL meets “State Case” definition, or of a child with an elevated BLL requiring follow-up to confirm the child’s “State Case” status, the primary care provider is contacted by the PHN about the lead level, and services available through and being provided by the CLPPP. These include a PHN home visit and an environmental investigation by an EP for a State Case. |          |        |                                                                                        |
### Exhibit A
Scope of Work / Work Plan

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</thead>
<tbody>
<tr>
<td>Ensure that if these services will be provided through the Medi-Cal Early and Periodic Screening, Diagnosis and Treatment (EPSDT), Supplemental Services program, the primary care provider recommends an environmental investigation.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td></td>
</tr>
<tr>
<td><strong>d.</strong> Ensure the CLPPP is notified of a lead-exposed child with a single BLL equal to or greater than 9.5 mcg/dL, which would meet State Case definition if persistent, the child receives appropriate follow-up venous blood lead testing as delineated in the most recent PHN manual (September 2002), Program Letters and updates.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td></td>
</tr>
<tr>
<td><strong>e.</strong> Ensure all children meeting CLPPB State Case criteria receive appropriate case management as delineated in the most recent PHN Manual (September 2002) Program Letters and updates, and the EP Guidance Manual (June 26, 2012) and updates.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td></td>
</tr>
<tr>
<td><strong>f.</strong> Ensure all children meeting State Case criteria whose BLLs do not decline as expected, receive appropriate follow-up including repeat home visits and environmental investigations, including secondary addresses if indicated.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td>☑ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
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### Activities to Support the Objective

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<tr>
<td>g. Ensure all children with increased BLLs as defined by CLPPB, at and above 4.5 mcg/dL, but not meeting the criteria for full case management, receive at minimum appropriate services as delineated in the CLPPB PHN Manual, CLPPB Program Letters and updates. These would include at a minimum outreach and education, and may include other graded responses, up to and including public health nursing, and environmental investigations, as is done for cases, as trend in BLLs and resources allow.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>☒ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>h. Ensure the CLPPB is notified if a child is found to have been designated as a “State Case” in error or on follow up, does not achieve “State Case” status.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>☒ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>i. Ensure CLPPB is notified if a child identified as a “State Case,” or a potential case pending another venous BLL, has been designated in error as residing within the CLPPP’s jurisdiction but actually lives elsewhere, or has moved out of the jurisdiction, before case management or follow up is started.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>☒ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>Activities to Support the Objective</td>
<td>Timeline</td>
<td>Staff</td>
<td>Evaluation/Deliverables</td>
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</tr>
<tr>
<td>j. Ensure a child who is a State Case of lead poisoning, or a child who is being followed to determine if they will meet case criteria, based on persistent increased BLLs, moves out of the jurisdiction, case management is coordinated with other CLPPPs as described in the <em>PHN Manual</em> and subsequent Program Letters and updates; and <em>the Guidance Manual for Environmental Professionals</em>.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>✓ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>k. Ensure follow-up information is provided to the primary care provider on case management and status throughout the case.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>✓ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>l. Submit Follow-up Forms, related documentation and environmental information to CLPPB at the appropriate times, as specified in the <em>PHN Manual, Guidance Manual for Environmental Professionals</em>, and subsequent CLPPB Program Letters and updates. CLPPPs with write capability are to enter case data into RASSCLE II as per objective 6-1.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>✓ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>m. Ensure if there are significant changes in the status of a case, an updated interim LPFF is submitted to the CLPPB in a timely manner. Significant changes, for example, include chelation, change of address or provider, updated source information, and clearance inspections by EPs.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td>✓ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
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<tbody>
<tr>
<td>n. Ensure if the child is eligible for, but does not receive services through a government-assisted health care or nutrition program (Medi-Cal, CHDP, or local plan, WIC or an early childhood development program, such as Head Start or Early Head Start), the family is advised of the availability of such services.</td>
<td>ongoing</td>
<td>CC/ PHN</td>
<td>☑ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>o. Ensure that a lead poisoning case is referred to California Children's Services for determination of eligibility and medical case management, as appropriate.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td>☑ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>p. Ensure if take-home lead exposure is suspected as the source of the child's elevated BLL, the PHN will contact the California Occupational Lead Poisoning Prevention Program, as per Program Letters.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td>☑ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>q. Review and reconcile lists from the State database of open and closed lead poisoning cases for the LHJ as requested.</td>
<td>Ongoing</td>
<td>CC/ PHN</td>
<td>☑ CLPPP will maintain and submit when requested, documentation of contact with Primary Care Provider (e.g., chart progress-notes, and copies of faxes).</td>
</tr>
<tr>
<td>r. If the applicant is or applies to be a participant in the X-Ray Fluorescent (XRF) Instrument Loan Program, the applicant shall participate fully in that program, as specified in CLPPB Program Letters and the Guidance Manual for Environmental Professionals June 26, 2012 and updates, including monthly submittal of XRF printouts for quality assurance.</td>
<td>We are not participating</td>
<td></td>
<td>☑ Monthly submission by each EP of XRF Print-out Form, EL/Clearance, or office practice if no fieldwork was done. ☑ Conduct routine maintenance, resourcing, and assure biannual leak testing of each XRF instrument.</td>
</tr>
</tbody>
</table>
### Activities to Support the Objective

<table>
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</thead>
<tbody>
<tr>
<td>s. The CLPPP is encouraged to partner with nongovernmental organizations (such as community groups) to enhance education on lead and prevent further lead exposure.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>☒ Description of partnerships with nongovernmental groups, ☒ Meeting agenda and minutes, ☒ Training materials, ☒ Attendance sheets, Other (please specify):</td>
</tr>
<tr>
<td>t. Case records shall be retained and handled according to CLPPB requirements, including those set forth in Program Letters, this contract, and the CLPPB Surveillance and Data Management Manual.</td>
<td>Ongoing</td>
<td>CC/ PHN,</td>
<td></td>
</tr>
<tr>
<td>u. The LHJ is encouraged to add additional activities to support this objective for other lead-exposed children, as resources allow.</td>
<td>Ongoing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify other CLPPP activities (approved by the CLPPB).</td>
<td></td>
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</tbody>
</table>

### 2. Tier 2

The LHJ is encouraged to add additional activities to support the objective, as resources allow. The number, and extent of activities are expected to be proportional to the funding and resources provided under the contract. An example of such an activity is given below:

- When notified about a child with an increased BLL that does not meet State Case blood lead criteria for required public health nursing and environmental services as described above, all such children are required to receive at a minimum outreach and education. However, services beyond this level, including home visits and

- Indicate timeline for Tier 2 activities

- ☒ Evaluation of strategies to address children with increased BLLs that do not meet the State Case definition.

- Other (please specify):
## Objective 4-II Objective 4-II: Assure that non-environmental sources of lead exposure are eliminated

<table>
<thead>
<tr>
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<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All CLPPPs must conduct all of the following activities:</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>Indicate which additional item(s) below will be completed with an “X”:</td>
</tr>
<tr>
<td>a. Monitor BLLs to ensure all sources of lead exposure have been identified and removed.</td>
<td></td>
<td></td>
<td>Biannual Progress Reports</td>
</tr>
<tr>
<td>b. Ensure the family is informed of housing hazards and other possible sources of lead, such as remedies or potentially lead-contaminated food, spices, dishware, and other consumer products.</td>
<td></td>
<td></td>
<td>Status reports, case management information, and other contract-related information.</td>
</tr>
<tr>
<td>c. Ensure CLPPB is notified of newly suspected or identified sources of lead as outlined in Objective 2-V.</td>
<td></td>
<td></td>
<td>CLPPB LPFF</td>
</tr>
<tr>
<td>Specify other CLPPP activities (approved by CLPPB).</td>
<td>Indicate timeline for Tier 2 activities</td>
<td></td>
<td>☑ Evaluation of strategies to address children with increased BLLs that do not meet the State Case definition.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ Other (please specify):</td>
</tr>
</tbody>
</table>
### Goal 5: Lead hazards that are identified shall be eliminated.

**Objective 5-I: Use progressive notification and action to achieve elimination of lead hazards identified during environmental investigations for lead-exposed children.**

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| 1. **All CLPPPs** must conduct all of the following activities:  
   a. When lead hazards are identified during an environmental investigation for a lead-exposed child whose BLL meets “case” definition, the EP shall use progressive notification and other follow-up actions (including property visits, administrative hearings, and referrals to coordinate with other enforcement agencies) as needed to ensure sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are described in:  
   i. Title 17, Section 35001 *et seq.*  
      (Accreditation, Certification, and Work Practice Practices for Lead-Based Paint and Lead Hazards);  
   ii. Childhood Lead Poisoning Prevention Branch, *Guidance Manual for Environmental Professionals, June 26, 2012*, and updates. | Ongoing | CC/ PHN, RD, PHA | *Indicate which additional item(s) below will be completed with an “X”:*

  *For all activities under this objective CLPPP will submit:*

  - Copy of relevant page of CLPPB LPFF for addresses achieving clearance, attached to appropriate Progress Report.
  - Biannual Progress Reports
  - Other (please specify): |
### Exhibit A
Scope of Work / Work Plan

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| b. Track the following regarding State Case-related properties for submittal in the biannual CLPPP progress report: number of properties with identified lead hazards, number of property owner lead hazard notification letters and other correspondence, number of properties currently open for follow-up and the number of calls/e-mails and visits to open properties, and number of properties achieving clearance. | Ongoing  | CC/ PHN, RD, PHA | - Documentation of all correspondence to property owners.  
- Semi-annual list of cleared inspections. |
| c. When a property owner fails to comply with lead hazard reduction or elimination, the EP will contact local enforcement agencies and take other steps to secure enforcement. | Ongoing  | CC/ PHN, RD, PHA | - Documentation of follow-up steps with local enforcement agency                        |
| d. The LHJ is encouraged to add further activities to support this objective, and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow. Examples of such activities are given under Tier Two, below. | Ongoing  | CC/ PHN, RD, PHA |                                                                                       |

Specify other CLPPP activities (approved by CLPPB):
### Activities to Support the Objective

<table>
<thead>
<tr>
<th>2. Tier 2 - The LHJ is to add one or more activities to support this objective and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a.</strong> Indicate which activities below will be completed with a check mark:</td>
</tr>
<tr>
<td>☐ Elimination of lead hazards identified for other lead-exposed children with increased BLLs, whose BLLs do not meet CLPPB “State Case” definition.</td>
</tr>
<tr>
<td>☐ Education of enforcement agency partners (i.e., city and/or county building departments, housing departments) in protecting children with increased blood lead levels, or children at risk for lead exposure, by providing education in lead hazard compliance and enforcement, lead-safe work practices, and visual assessment.</td>
</tr>
<tr>
<td>☐ Evaluation of other units in multi-unit buildings where a source of lead is identified.</td>
</tr>
<tr>
<td>☐ Education of other tenants in multi-unit buildings where a child with a blood lead level that meets case definition has been identified.</td>
</tr>
<tr>
<td>☐ Other activities suggested by the CLPPP (and approved by CLPPB). Please specify:</td>
</tr>
<tr>
<td><strong>b.</strong> Outreach and education activities carried out in support of this objective may coincide with Tier 2 activities specified in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate timeline for Tier 2 activities:</td>
<td></td>
<td>☐ Provide documentation of follow-up and management of elevated blood levels and lead hazard mitigation.</td>
</tr>
</tbody>
</table>

*Indicate which items will be completed with an “X”:

- Description of outreach to enforcement agency partners
- Results of evaluation of other units in multi-unit buildings where a source of lead is identified
- Description of outreach to other tenants in multi-unit buildings where a child with a BLL that meets State Case definition has been identified
- Other (please specify):*
Objective 2-III.

2. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract.

OPTIONAL FUNDING

LHJs wishing to apply for optional funding for additional activities to achieve elimination of lead hazards need to submit work plan activities for the Scope of Work listed under Objectives 5-II and 5-III.

Note: The optional funds provided for Objectives 5-II and 5-III are to be allocated into the Primary contract portion of the CLPPP budget or expended as a subcontract with other government entities with prior CDPH approval.

Those not wishing to apply for this funding should proceed to Goal 6.

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables
--- | --- | --- | ---
All CLPPPs must conduct the following activities under Objective 5-II |
1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out lead hazard evaluations (including clearance, |

For all activities under this objective, CLPPP will submit:

- Relevant page of CLPPB LPFF for addresses achieving clearance attached to appropriate Progress Report.
- Biannual Progress Reports
<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
|EI, risk assessment, and other activities); ensuring proper lead abatement procedures and clearance of hazards; and verifying that abatement workers are conducting activities as required by California Code of Regulations, Title 17.  
a. Efforts may focus on specific high-risk population groups and/or geographic areas.  
b. If not already identified in the contract work plan, within six months from the start of the contract, submit a plan to CLPPB as to which children will be addressed, identifying:  
i. Range of BLLs;  
ii. Population group(s) and/or geographic area(s). |          |      | □ Description of children to be addressed by lead hazard reduction activities |
| 2. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children are being exposed or have been exposed in the past, and responding as necessary with appropriate enforcement actions.  
a. Efforts may focus on a specific high-risk geographic area, or areas of concern.  
b. If not already identified in the contract work plan, within six months from the start of the contract, submit a plan to CLPPB as to which geographic area(s) will be addressed, or other criteria that will be used to determine the sites of these investigations. |          |      | □ Summary of steps taken to reduce childhood lead exposure, attached to the Biannual Progress Report. |
### Activities to Support the Objective

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| 3. Implement a program to reduce the opportunity for children being further exposed or at-risk children being exposed to environmental lead hazards by investigating tips and complaints about lead hazards, and by identifying lead hazards in pre-1978 dwellings and public buildings and their surroundings that are exposing children to lead, responding to each as necessary with appropriate enforcement actions.  
   a. Efforts may focus on a specific high-risk geographic area or areas.  
   b. If not already identified in the contract work plan, by six months from the start of the contract, submit a plan to CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations. |
| 4. Develop a written progressive enforcement procedure and submit to CLPPB with the first CLPPP progress report. Progressive enforcement activities would include, for example, a letter to the property owner, followed by a Notice of Violation, an administrative hearing, and then an order to abate.  
   a. In the absence of clearance of hazards using the above remedies, a system will be required to be in place to resolve the lead hazards, using the provisions of the State Housing Law, or local ordinances.  
   b. The CLPPP is required to develop criteria for a property follow-up schedule, with a |
| | | | - Plan for conducting investigations in identified high-risk geographic areas.  
  - Documentation of identified high-risk geographic areas.  
  - Progressive Enforcement Procedure |
### Activities to Support the Objective

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>time line for referral to the County District Attorney for properties found to be non-compliant with the above-described enforcement actions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. In counties where a large number of cases occur in a specific jurisdiction (high-risk area), in which the county plans to focus efforts but where the county lacks authority for legal resolution of State Housing Law cases, the county should enter into an agreement with that jurisdiction to allow for abatement and enforcement of lead hazards.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. As resources allow, ensure interventions (including lead abatement activities) carried out to prevent lead hazards and exposing at-risk children to lead are conducted as required by Title 17, California Code of Regulations Section 35001 et seq.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. The breadth and extent of activities planned and carried out for items 1, 2, 3, 4, and 5 in this objective are expected to be proportional to the amount of optional funding and resources provided.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Information on activities carried out under this objective; specific populations, areas and properties targeted; and hazards eliminated, is to be submitted with each biannual CLPPP progress report.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. LHJs are encouraged to evaluate and modify activities that support the objective, with approval from CLPPB.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Indicate which activities are to be completed with an “X”:*  
- [ ] Pre/post tests  
- [ ] Supplemental education materials supplied to enforcement staff as needed  
- [ ] Other (please specify):  
- [ ] CLPPP Progress Reports  
- [ ] List of targeted areas and hazards eliminated
**Objective 5-III: Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies, and other groups to see that lead hazards are properly identified and eliminated.**

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| **All CLPPPs** must conduct the following activities under Objective 5-III:  
1. Develop collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, code enforcement agencies and environmental agencies), particularly those in specific jurisdictions that are identified as high risk for lead hazards. These would include:  
   a. Development and implementation of programs for training of investigation and enforcement agency personnel on identifying and appropriate correction of lead hazards, as indicated for your jurisdiction.  
   b. Fiscal support for training if needed, and as resources allow.  
   c. Development and implementation of other activities specified by the CLPPP (and approved by CLPPB).  
(Details of the activities are to be specified by LHJ.)  
2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners.  
   a. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance and enforcement procedures.  
   b. Delineate roles and responsibilities. | | | For all activities under this objective, CLPPP will submit:  
☐ Meeting agendas and minutes  
☐ Copies of response policy (e.g., personnel roles and responsibilities, enforcement)  
☐ Documentation of training  
☐ Biannual Progress Reports  
☐ Other (please specify):  

CLPPP must submit all of the following:  
☐ List of enforcement agency contacts  
☐ Description of collaborations with enforcement agencies.  
☐ Other (please specify):  

☐ Interagency referral procedures  
☐ Interagency reporting procedures  

☐ List of delineated roles and responsibilities  
☐ Compliance and enforcement procedures  
☐ Other (please specify):  |
### Activities to Support the Objective

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| 3.  | Develop an enforcement response policy, including the roles and responsibilities of partnering enforcement agencies.                           |         |      | - Enrollment policy
- Other (please specify):                                                                                                                                                                                                                                                                                                                      |
|     | a. Submit this policy to the CLPPB, by the end of the first year of this contract.                                                            |         |      | - Assessment of local government laws, ordinances, housing codes and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected.                                                                                                                                                        |
|     | The following 2 activities are optional. Please indicate with a check mark if you choose to conduct them.                                     |         |      | - Description of outreach
- Materials on renovation and remodeling.                                                                                                                                                                                                                                                                                                               |
|     | 4. As resources allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected. |         |      | - Other (please specify):                                                                                                                                                                                                                                                                                                                                 |
|     | 5. As resources allow, carry out other outreach and education activities with enforcement partners. Examples of such activities are:       |         |      | - Other (please specify):                                                                                                                                                                                                                                                                                                                                 |
|     | a. Providing program materials for public distribution on lead hazards to housing and building departments.                               |         |      |                                                                                                                                                                                                                                                                                                                                                     |
|     | b. Encouraging building department to incorporate information about lead-safe work practices into their building permit process (such as attaching pamphlets to building permits that educate about lead hazards for housing built before 1978). |         |      |                                                                                                                                                                                                                                                                                                                                                     |
|     | c. Ensure building department and permit office incorporate information about lead-safe work practices into their building permit process by asking clients if the buildings are built before 1978 to prompt staff to attach lead-safe work practices brochures and Renovation, Repair, and Painting (RRP) rule brochures to the permits. |         |      |                                                                                                                                                                                                                                                                                                                                                     |
### Activities to Support the Objective

<table>
<thead>
<tr>
<th></th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| 6. | Collaboration and partnering with community-based organizations (CBOs) addressing lead hazards is strongly encouraged, as resources allow. Examples of activities are:  
   a. Providing up-to-date training and educational material to CBO staff that they can employ in outreach efforts to their communities.  
   b. Helping CBOs identify high-risk areas  
   c. Other activities specified by the CLPPP (and approved by CLPPB). |       | CLPPPs must submit all of the following:  
   - List of CBO contacts  
   - Description of collaborations with CBOs  
   - Training and/or educational materials for CBOs  
   - Other (please specify): |

*Please specify activities:*

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Information on activities carried out under this objective is to be submitted with each biannual CLPPP progress report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>LHJs are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning.

Objective 6-I: Laboratory, case management, and environmental data will be maintained in an electronic database that will allow access to timely and accurate information on individual cases, exposure sources, administrative status, summary statistics, and quality of care indicators.

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>All CLPPPs</strong> shall utilize RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), to:</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td>For all activities listed under this objective. CLPPP will submit and retain: Report of RASSCLE II discrepancies Other (please specify):</td>
</tr>
<tr>
<td>a. Receive email alerts for new state defined cases, emergency blood lead test results, subsequent blood lead tests for existing cases, and transfers of state-defined cases. The Coordinator shall receive these alerts and coordinate with CLPPB RASSCLE II Administrators to ensure that appropriate CLPPP staff receive the alerts necessary for their assigned activities.</td>
<td></td>
<td></td>
<td>Report of RASSCLE II discrepancies</td>
</tr>
<tr>
<td>b. Monitor medical and environmental information related to cases, including LPFF, data entered by CLPPB.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Monitor blood lead tests and follow up information for individuals with increased BLLs who have not yet achieved case status.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 35 of 38
### Exhibit A
Scope of Work / Work Plan

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2. All CLPPPs shall support the quality and security of RASSCLE II data by:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Using the RASSCLE II system in accordance with the CLPPB Surveillance and Data Management Manual.</td>
<td>Ongoing</td>
<td>CC/ PHN, RD, PHA</td>
<td></td>
</tr>
<tr>
<td>i. The Coordinator shall notify CLPPB RASSCLE II Administrators immediately when staff with RASSCLE II access leave the program, and submit requests for new user accounts when additional staff need access to the system.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. The Coordinator shall include RASSCLE II training, policies, and procedures in CLPPB staff turnover and new employee orientation plans.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. Report any RASSCLE II data discrepancies immediately to CLPPB.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Attending CLPPB RASSCLE II web-based and regional meetings. When possible, attendance should comprise a broad spectrum of user types, including PHNs, date management personnel, EPs, epidemiologists, and nutritionists.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Coordinating with the CLPPP’s IT Department or local department that supports CLPPP data functions, to ensure that any CLPPP system on which RASSCLE II is run, conforms to CLPPB technical and security standards.</td>
<td></td>
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</tr>
</tbody>
</table>
### Activities to Support the Objective

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. CLPPPs inputting into RASSCLE II – Implemented on a mutually agreed upon timeframe and under the consent and direction of CLPPB:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. CLPPPs electing to enter selected clinical and/or environmental LPFF data in RASSCLE II shall:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Enter and manage data in RASSCLE II in accordance with the CLPPP RASSCLE Data Entry Manual and adhere to any future changes to these data entry protocols or requirements.</td>
<td>We don’t input information in to RASSCLE II.</td>
<td>None of staff enter data</td>
<td></td>
</tr>
<tr>
<td>ii. Report any technical issues that prevent or hamper complete data entry to CLPPB RASSCLE II Administrators.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. Attend RASSCLE II data entry and management protocols web-based and regional trainings. Attendance should include all CLPPP data entry personnel.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv. Designate a staff member to serve as the primary point of contact for CLPPB communications regarding data entry issues.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. CLPPPs electing to enter complete clinical and/or environmental LPFF data in RASSCLE II shall:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Fulfill all requirements in Activity 3-a above.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. Under a mutually agreed upon timeline and with the approval of CLPPB, implement a process to periodically audit the entry of LPFF data into RASSCLE II for accuracy, completeness, and compliance with the CLPPB RASSCLE II Data Management Manual and all revisions.</td>
<td></td>
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</tr>
</tbody>
</table>
Objective 6-II: Adhere to requirements for data security and confidentiality.

<table>
<thead>
<tr>
<th>Activities to Support the Objective</th>
<th>Timeline</th>
<th>Staff</th>
<th>Evaluation/Deliverables</th>
</tr>
</thead>
</table>
| 1. All CLPPPs must adhere to CLPPB data security and program confidentiality policies and procedures when obtaining, storing, and transmitting protected health information. These policies and procedures are delineated in:  
  b. CLPPB Surveillance and Data Management Manual  
  c. Contract attachments  
  d. CLPPB Program Letters  
  e. Other relevant national and state confidentiality provisions, such as the Health Insurance Portability and Accountability Act (HIPAA). | Ongoing  | CC/ PHN, RD, PHA | ☒ Copies of data security and program confidentiality protocols.  
  ☐ Other (please specify): |


### Program Coordinator - Public Health Nurse III (CC/PHN)

<table>
<thead>
<tr>
<th>Goals 1-6</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Salary</td>
<td>$87,307.00</td>
</tr>
<tr>
<td>FTE</td>
<td>25.00%</td>
</tr>
<tr>
<td>Avg. Salary</td>
<td>$21,827</td>
</tr>
<tr>
<td>Budget</td>
<td>$89,053</td>
</tr>
<tr>
<td>FTE</td>
<td>25.00%</td>
</tr>
<tr>
<td>Avg. Salary</td>
<td>$22,263</td>
</tr>
<tr>
<td>Budget</td>
<td>$91,286</td>
</tr>
</tbody>
</table>

### Public Health Nutritionist II (RD)

<table>
<thead>
<tr>
<th>Goals 1-6</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Salary</td>
<td>$72,889.00</td>
</tr>
<tr>
<td>FTE</td>
<td>25.00%</td>
</tr>
<tr>
<td>Avg. Salary</td>
<td>$18,222</td>
</tr>
<tr>
<td>Budget</td>
<td>$74,346</td>
</tr>
<tr>
<td>FTE</td>
<td>25.00%</td>
</tr>
<tr>
<td>Avg. Salary</td>
<td>$18,587</td>
</tr>
<tr>
<td>Budget</td>
<td>$76,933</td>
</tr>
</tbody>
</table>

### Public Health Assistant (PHA)

<table>
<thead>
<tr>
<th>Goals 1-6</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Salary</td>
<td>$32,112.00</td>
</tr>
<tr>
<td>FTE</td>
<td>44.51%</td>
</tr>
<tr>
<td>Avg. Salary</td>
<td>$14,292</td>
</tr>
<tr>
<td>Budget</td>
<td>$33,390</td>
</tr>
<tr>
<td>FTE</td>
<td>38.48%</td>
</tr>
<tr>
<td>Avg. Salary</td>
<td>$13,492</td>
</tr>
<tr>
<td>Budget</td>
<td>$35,059</td>
</tr>
</tbody>
</table>

Total Salaries and Wages:

**$54,341**

Fringe Benefits:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>47%</td>
<td>$25,540.39</td>
</tr>
</tbody>
</table>

Total Personnel:

**$79,882**

Operating Expenses:

**$0**

Total Operating Expenses:

**$0**

Other Costs:

**$0**

Total Subcontracts:

**$0**

Total Indirect Costs:

**$59,911**

Total Costs:

**$99,852**
1. **Invoicing and Payment**

   A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

   B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts specified in Attachments I of this Exhibit.

   C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

   Andy Knapp  
   California Department of Public Health  
   Childhood Lead Poisoning Prevention Branch  
   850 Marina Bay Parkway,  
   Bldg. P, 3rd Floor  
   Richmond, CA. 94804-6403

   D. Invoices shall:

   1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
   2) Invoices must be submitted to CDPH electronically only. Hard copies are not required. **Invoices must be submitted within thirty (30) calendar days after the end of each quarter.**
   3) Identify the billing and/or performance period covered by the invoice.
   4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

   E. **Amounts Payable**

   The amounts payable under this agreement shall not exceed:

   1) $99,852 for the budget period of 07/01/17 through 06/30/18.
   2) $99,852 for the budget period of 07/01/18 through 06/30/19.
   3) $99,852 for the budget period of 07/01/19 through 06/30/20.

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the “Contractor’s Release”.

5. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand dollars ($100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

B. The $100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

C. Line item shifts meeting this criteria shall not require a formal agreement amendment.

D. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.

E. Line item shifts may be proposed/requested by either the State or the Contractor.

6. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:

1) Contractor’s remittance to the State of the full amount of the audit exception within 30 days following the State’s request for repayment;

2) A repayment schedule agreeable between the State and the Contractor.

B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning thirty (30) days after Contractor’s receipt of the State’s demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor’s first receipt of State’s notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

See CalHR website: [http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx)
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

   a. The Government Code Chapter on Antitrust claims contains the following definitions:
      1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
      2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

   b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

   c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

   d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

   a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support
enforcement, including, but not limited to, disclosure of information and compliance with
earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5
of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment
orders of all employees and is providing the names of all new employees to the New Hire
Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is
unenforceable or held to be unenforceable, then the parties agree that all other provisions of this
Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of
$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded
by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING
REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation,
then Contractor must within 60 days of receiving final payment under this Contract (or within
such other time period as may be specified elsewhere in this Contract) report to the awarding
department the actual percentage of small business participation that was achieved. (Govt. Code
§ 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business
enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment
under this Contract (or within such other time period as may be specified elsewhere in this
Contract) certify in a report to the awarding department: (1) the total amount the prime
Contractor received under the Contract; (2) the name and address of the DVBE(s) that
participated in the performance of the Contract; (3) the amount each DVBE received from the
prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5)
the actual percentage of DVBE participation that was achieved. A person or entity that
knowingly provides false information shall be subject to a civil penalty for each violation. (Mil.
& Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following
statement is incorporated: It is unlawful for any person engaged in business within this state to
sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business
and Professions Code. (PCC 10344(e).)
Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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<td>12. Prohibited Use of State Funds for Software</td>
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<tr>
<td>13. Contract Uniformity (Fringe Benefit Allowability)</td>
</tr>
<tr>
<td>14. Cancellation</td>
</tr>
</tbody>
</table>
1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH’s Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor’s address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,
(a) No officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

- [1] Avoid purchasing unnecessary or duplicate items.
- [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- [3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase exceeding $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.
(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor
shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

**Automobile Liability Insurance**

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

1. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

2. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

3. The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $5,000 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH 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."

4. **Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. **Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. **Intellectual Property Rights**

a. **Ownership**
(1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly/indirectly from this Agreement (“Clinical Tests or Assays”)

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH’s Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party’s license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH’s exclusive rights in the Intellectual Property, and in assuring CDPH’s sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Lab Assays made, conceived, derived from, or reduced to practice by the subcontractor,
Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH’s notice of copyright, which shall read in 3mm or larger typeface: “© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that
the Intellectual Property should be included in or is required for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor’s performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and
users of its products, (“Indemnitees”) from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney’s fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH’s use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor’s expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH’s right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor’s expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does
not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. **Confidentiality of Information**

The Contractor and its employees, agents, or subcontractors shall:

- Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

- Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

- As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. **Documents, Publications and Written Reports**

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. **Dispute Resolution Process**

- A Contractor grievance exists whenever there is a dispute arising from CDPH’s action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software
Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. **Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
   (2) Director's and executive committee member's fees.
   (3) Incentive awards and/or bonus incentive pay.
   (4) Allowances for off-site pay.
   (5) Location allowances.
   (6) Hardship pay.
   (7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

   (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

   (1) Be necessary and reasonable for the performance of the Agreement.
   (2) Be determined in accordance with generally accepted accounting principles.
   (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. **Earned/Accrued Compensation**

   (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.
1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1) CDPH Health Administrative Manual Section 6-1000
2) CLPPB Program Letter
3) Lead Poisoning Follow-up Form
4) CLPPB Progress Report
5) CLPPB Surveillance and Data Management Manual
6) CLPPB Public Health Nursing (PHN) Manual and Updates
7) Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998 and Updates
8) Minimum Environmental Investigation Sampling Strategies (3/01 and Updates)
9) Lead Test Kit Fact Sheet 3/01
Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, “agreement”, “contract”, “contract agreement”, "Contractor" and "Subcontractor" respectively.

The terms “California Department of Public Health” and “CDPH” shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form - LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503. (a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”
STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

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 subcontractor’s, subcontracts, and contracts under 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.

____________________________
Shasta County Health and Human Services Agency
Name of Contractor

____________________________
17-10260
Contract Number

____________________________
David A. Kehoe, Shasta County Board of Supervisors Chair
PRINTED NAME AND TITLE OF PERSON SIGNING

____________________________
David A. Kehoe
Signature of Person Signing for Contractor

____________________________
Shasta County Board of Supervisors Chair
Title

After execution by or on behalf of Contractor, please return to:

Childhood Lead Poisoning Prevention Branch
California Department of Public Health
850 Marina Bay Parkway
Richmond, CA 94804-6403

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.
## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<td>[ ] a. contract</td>
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<td>[ ] a. initial filing</td>
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<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tbody>
<tr>
<td>[ ] Prime</td>
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<tr>
<td>[ ] Subawardee</td>
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<td>Tier, if known:</td>
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Congressional District, If known:                                    Congressional District, If known:

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<th>6. Federal Department/Agency</th>
<th>7. Federal Program Name/Description:</th>
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<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<tr>
<th>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</th>
<th>10.b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</th>
</tr>
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<tr>
<th>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. Required disclosure shall be subject to a not more than $100,000 for each such failure.</th>
</tr>
</thead>
</table>

Signature:  
Print Name:  
Title:  
Telephone No.:  
Date:  

Federal Use Only

Authorized for Local Reproduction

Standard Form-LLL (Rev. 7-97)
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.
Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter “CDPH”), pursuant to Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. **Breach:**

   “Breach” means:

   1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

   2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. **Confidential Information:** “Confidential information” means information that:

   1. does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

   2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.

C. **Disclosure:** “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are
defined herein):

E. Personal Information: “Personal information” means information, in any medium (paper,
electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely
describe an individual, or link an individual to the other information; or

3. meets the definition of “personal information” set forth in California Civil Code section
1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision
(g)(1) or (g)(2); or

5. meets the definition of “medical information” set forth in either California Civil Code section
1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of “health insurance information” set forth in California Civil Code
section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction
of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the
agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with,
Contractor’s system operations in an information technology system, that negatively
impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or
availability of an information asset, system, process, data storage, or transmission.
Furthermore, an information security incident may also include an event that constitutes a
violation or imminent threat of violation of information security policies or procedures,
including acceptable use policies.

G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of
information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect
from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise
specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any
Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee’s certifications within five (5) business days of a request by CDPH for the employee’s certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and
5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.
Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

<table>
<thead>
<tr>
<th>CDPH Program Contract Manager</th>
<th>CDPH Privacy Officer</th>
<th>CDPH Chief Information Security Officer</th>
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<td></td>
<td>Office of Legal Services</td>
<td>California Dept. of Public Health</td>
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<tr>
<td></td>
<td>1415 L Street, 5th Floor</td>
<td>P.O. Box 997377</td>
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<tr>
<td></td>
<td>Sacramento, CA 95814</td>
<td>MS6302</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a></td>
<td>Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a></td>
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<tr>
<td></td>
<td>Telephone: (877) 421-9634</td>
<td>Telephone: (855) 500-0016</td>
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XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual’s personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor’s obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
C. **Notification of Election to Destroy CDPH PCI**: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. **Amendment**: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. **Assistance in Litigation or Administrative Proceedings**: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. **No Third-Party Beneficiaries**: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. **Interpretation**: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. **Survival**: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.
1. General Security Controls

A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person’s written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. **Background check.** Before a member of the Contractor’s workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary
Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. Data Sanitization. All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. System Timeout. The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. Warning Banners. All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. Access Controls. The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. Transmission encryption. All data transmissions of CDPH PCI outside the contractor’s secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls
A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ** Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving
Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.
INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 17-10260
Previous Contract Number (if applicable): 14-10052
Contractor's Name: Shasta County Health and Human Services Agency
Contractor's Complete Address: 2650 Breslauer Way, Redding, CA 96001-4246
Contractor's Contact Person: Linda Reynolds
Contact's Telephone Number: (530) 225-5176

Date Current Contract Expires: 06/30/2020
CDPH Program Name: Childhood Lead Poisoning Prevention Branch
CDPH Program Contract Manager: Andy Knapp
CDPH Program Address: 850 Marina Bay Parkway, Bldg. P, 3rd Floor Richmond, CA 94804
CDPH Program Contract Manager's Telephone Number: (510) 620-5616

Date of this Report: 

(THIS IS NOT A BUDGET FORM)

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<tr>
<th>STATE/CDPH PROPERTY TAG</th>
<th>QUANTITY</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT COST PER ITEM (Before Tax)</th>
<th>CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number</th>
<th>ORIGINAL PURCHASE DATE</th>
<th>MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)</th>
<th>OPTIONAL—PROGRAM USE ONLY</th>
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INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items’ ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See Public Health Administrative Manual (PHAM), Section 1-1000 and Section 3-1320.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

**Inventory:** List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract’s effective date, if applicable. The inventory should be based on previously submitted CDPH 1203s, “Contractor Equipment Purchased with CDPH Funds.” AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See PHAM, Section 1-1020.)

**Disposal:** (Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).) The CDPH 1204 should be completed, along with a “Property Survey Report” (STD. 152) or a “Property Transfer Report” (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See PHAM, Section 1-1050.)

1. List the state/CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   **A. Major Equipment:** (These items were issued green numbered state/CDPH property tags.)
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   **B. Minor Equipment/Property:** (These items were issued green state/CDPH property tags.)

   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered “BLANK” state/CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. “Page 1 of 3.”)

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.
**CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS**

Current Contract Number: 17-10260

Previous Contract Number (if applicable): 14-10052

Contractor’s Name: Shasta County Health and Human Services Agency

Contractor’s Complete Address: 2650 Breslauer Way, Redding, CA 96001-4246

Contractor’s Contact Person: Linda Reynolds

Contact’s Telephone Number: (530) 225-5176

Date Current Contract Expires: 06/30/20

CDPH Program Name: Childhood Lead Poisoning Prevention Branch

CDPH Program Contract Manager: Andy Knapp

CDPH Program Address: 850 Marina Bay Parkway, Bldg. P, 3rd Floor

Richmond, CA 94804

CDPH Program Contract Manager’s Telephone Number: (510) 620-5616

Date of this Report: ____________

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<tr>
<th>QUANTITY</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT COST PER ITEM (Before Tax)</th>
<th>CDPH PURCHASE ORDER (STD 65) NUMBER</th>
<th>DATE PURCHASED</th>
<th>MAJOR/MINOR EQUIPMENT SERIAL NUMBER</th>
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(This IS NOT A BUDGET FORM)
INSTRUCTIONS FOR CDPH 1203
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See Health Administrative Manual (HAM), Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item’s front left-hand corner. The manufacturer’s brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. Major Equipment:
      • Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
      • Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).
      These items are issued green numbered state/CDPH property tags.

   B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. These items are issued green unnumbered “BLANK” state/CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., “Page 1 of 3.”) The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.
Exhibit J
Glossary of CLPPB Related Acronyms and Terms

**Appropriate case management** - Health care referrals, environmental assessments, and educational activities performed by the appropriate person, professional, or entity, necessary to reduce a child’s exposure to lead and the consequences of the exposure, as determined by the United States Centers for Disease Control, or as determined by the department pursuant to Health and Safety Code Section 105300.

**ATSDR** – Agency for Toxic Substances and Disease Registry

**Case closure – Blood lead level criteria for case closure**: Case management is concluded and a case is closed when:

1) There have been two or more venous blood-lead levels demonstrating that the blood-lead level is clearly trending downward: Blood Lead level (BLL) has consistently remained less than 9.5 mcg/dL for at least one year (360 calendar days), with one BLL ≤ 4.5 mcg/dL; and there has been achievement of the other objectives of the case management plan.

2) For all children with initial blood lead levels of ≥ 4.5 to 14.4 mcg/dL not making case definition, to reduce lead exposure. These would include as a minimum monitoring, outreach, and education, and may include other graded responses up to and including public health nursing and environmental investigations as for cases, as resources allow. All children with initial BLLs of ≥ 9.5 to 14.4 mcg/dL found on follow-up to have persistent BLLs of ≥ 9.5 to 14.4 mcg/dL would become cases and receive all case management services. Or:

3) One of the following has occurred
   a. Parent or guardian persistently refuses services
   b. Family could not be located or child is lost to follow up after case management has begun
   c. Family moves and the case is transferred to another jurisdiction
   d. Case is closed administratively
      i. Child reaches 21 years of age
      ii. Child dies

**BLL** – Blood Lead Level

**BPb** – Blood Lead

**Branch- The Branch** – A term used in place of CLPPB or Childhood Lead Poisoning Prevention “Branch”.

**Case definition** – A case of lead poisoning will be defined as any child who is found with:

- A single blood lead level (BLL) ≥ 14.5 mcg/dL (venous), or
- Persistent BLLs ≥ 9.5 mcg/dL, taken at least 30 days apart, and with the second test being venous.

**CBLS** – Childhood Blood Lead Surveillance

**CBO** – Community Based Organization

**CCS** – California Children Services

**CDC** – Centers for Disease Control and Prevention

**CDBGP** - Community Development Block Grant Program

**CHDP** – Child Health and Disability Prevention Program
Glossary of CLPPB Related Acronyms and Terms

CDPH - California Department of Public Health (formerly DHS)

CLIA – Clinical Lab Improvement Act

CLPPB - Childhood Lead Poisoning Prevention Branch

CLPPB Program Letter – A document that has been dated, numbered, and issued by the CLPPB that establishes policy and clarifies regulatory or contractual requirements.

CLPPP - Childhood Lead Poisoning Prevention Program (has State level and local components.)

CLPPP Team Quarterly Meetings – On site quarterly meetings of the CLPPP Coordinator, PHN, REHS, Health Educator and Registered Dietician.

CMS - Care Management Section

CMU - Contract Management Unit

Contractor – The local Childhood Lead Poisoning Prevention Program (CLPPP) that has contracted with the Childhood Lead Poisoning Prevention Branch (CLPPB).

DEODC - Division of Environmental Occupational and Disease Control Division

DHCS - Department of Health Care Services (formerly DHS)

DHS - Department of Health Services (See CDPH and DHCS)

EBL – Elevated blood lead level

EHIB – Environmental Health Investigation Branch

Environmental Investigation – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level that meets case definition, conducted by an Environmental Professional, to identify the sources of exposure to lead in the child’s environment, and to recommend measures both during and after the investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14).

EPA – Environmental Protection Agency

EPSDT – Early and Periodic Screening Diagnosis and Treatment (CHDP in California).

EPSDT-SS – Those additional medically necessary services available to full scope Medi-Cal beneficiaries under the age of 21 years. The services must be medically necessary to correct or ameliorate a defect, physical or mental illness, or a condition. These services are accessed through screening, referral or routine visits. (Title 22 California Code of Regulation Sections 51242, 51340.1, and 51532.2).

Hct / Hgb – Hematocrit / Hemoglobin

HCFA – Health Care Financing Services Administration

HHS – Health and Human Services Agency

HIPAA – Health Insurance Portability and Accountability Act
Glossary of CLPPB Related Acronyms and Terms

HAAIS – Health Information & Administrative Analysis Section (of CLPPB).

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

HWDC – Health and Welfare Data Center

IEHS – Industrial Environmental Health Specialist

Lead Inspector/Assessor – An individual who has received a certificate from the Department of Public Health as a “certified lead inspector/assessor” in accordance with Section 35001 et seq., of Title 17 of the California Code of Regulations.

Lead Poisoning Follow-Up Form (LPFF) – the form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child’s family, and the environment (CLPPB Program Letter 2004-01).

LHRS – Lead Hazard Reduction Section (of CLPPB)

MCH – Maternal and Child Health

MCLP – Medi-Cal Lead Program.

Medi-Cal Lead Program (MCLP) – The Medi-Cal Lead Program in the State Department of Health Care Services which coordinates Medi-Cal funding for lead related services and activities provided to children who are Medi-Cal beneficiaries and who meet the case definition of lead poisoning:

The budgetary components of the MCLP are:
1) PHN lead poisoning case management services.
2) Medi-Cal Administrative Activities
   a. Non-Enhanced
   b. Enhanced

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition Examination Survey

O & E- Outreach and Education

OEHHA – Office of Environmental Health Hazard Assessment

OHB - Occupational Health Branch

OLPPP – Occupational Lead Poisoning Prevention Program

OSHA – Occupational Health and Safety Act (also see Cal-OSHA).

OSS – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

PDSS - Program Development and Support Section (of CLPPB).

PERS – Program Evaluation and Research Section (of CLPPB).
Glossary of CLPPB Related Acronyms and Terms

PHN – Public Health Nurse: The PHN providing case management in a local CLPPP must have an active California Registered Nurse license and a valid California Public Health Nursing certificate. The PHN must be able to collaborate with other health professionals and support staff to provide individual and population-based care. In addition, a PHN working as a case manager in the Medi-Cal Lead Program must have completed state-approved case-management training. This requirement is met by a public health nursing certificate from the State of California.

PR - Progress Report - A bi-annual report required of the CLPPPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.

PRRF - Progress Report Response Form

RA – Research Assistant

RASSCLE – Response and Surveillance System for Childhood Lead Exposures

RD – Registered Dietician

Regional Meetings – Routine meetings of CLPPPS within a given geographical area of the state of California and the CLPPB for the purpose of program development.

REHS - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 et seq.

RFA - Request for Application – document and reference to the process by which the local CLPPP will apply for a contract with the CLPPB.

RPM – CLPPB Regional Program Manager

SC – CLPPB Section Chief

SOW - Scope of Work

TEC - travel expense claim (form)

USDA – U. S. Department of Agriculture

WIC – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.

WNL – Within normal limits

ug – Microgram, which is one millionth of a gram

ug/dL – micrograms per deciliter-used to indicate the amount of lead in blood. (also referenced as mcg/dl)

XRF Instrument - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - Health and Human Services-19.

SUBJECT:
Revenue Agreement Between County of Shasta Opportunity Center and City of Redding for the Provision of Providing Janitorial Services

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisorial 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

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal revenue agreement with the City of Redding in the minimum amount of $16,058.48 to $17,519.81 per month for the Opportunity Center to provide janitorial services at various City of Redding locations for the period January 1, 2018 through December 31, 2019.

SUMMARY

The Health and Human Services Agency (HHSA) Regional Services, Opportunity Center (OC) provides a variety of rehabilitation services including supported employment for OC clients. OC Revenue agreements, such as this with the City of Redding (City), allow for clients to receive job opportunities within the community.

DISCUSSION

The Opportunity Center has been providing janitorial services for the City for many years and the quality of work provided by OC staff has been recognized by members of the City Council. Through this agreement, the OC will continue to provide people with disabilities the opportunity to learn vocational skills required for janitorial services, including carpet cleaning, cleaning and buffing floors, sanitizing fixtures, vacuuming, dusting, and trash removal. This training has assisted people with disabilities in obtaining competitive employment in community custodial jobs. Twelve individuals with disabilities perform the work at various City locations identified in Exhibit A to the agreement, and are supervised by four Employment Services Instructors.

The agreement also authorizes the HHSA Director, Branch Director, or Department Director to sign minor amendments, including retroactive, including amendments that decrease or increase compensation by up to 20 percent, as long as it does not result in a functional or substantial change to the original intent of the agreement.
**ALTERNATIVES**

The Board can choose not to approve this agreement, request negotiated changes to the terms and conditions of the agreement, or defer consideration to a future date.

**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**

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Agreement</td>
<td>11/14/2017</td>
<td>Renewal Agreement</td>
</tr>
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</table>
PERSONAL SERVICES AGREEMENT BETWEEN COUNTY OF SHASTA AND CITY OF REDDING FOR JANITORIAL SERVICES

THIS AGREEMENT is made at Redding, California, by and between the City of Redding (City), a municipal corporation, and the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Regional Services Branch (County), Opportunity Center (OC), for the purpose of providing janitorial services (Services) to the City of Redding. Under the terms of this agreement, the janitorial services give work opportunities to people with disabilities and work experience for Opportunity Center ("OC") participants.

WHEREAS, City does not have sufficient personnel to perform the services required herein thereby necessitating this agreement for personal services.

WHEREAS, pursuant to the State of California Welfare and Institutions Code §19404, bidding is unnecessary because the services acquired herein provide employment opportunities for people with disabilities.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

SECTION 1. DEFINITIONS

Work Crew (Crew) means a group consisting of OC participants (Participant/s) and four OC work instructors (Instructor/s).

SECTION 2. COUNTY RESPONSIBILITIES

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

A. Provide Crew to perform Other Work Duties and Services:

1. At buildings and facilities as specified in Exhibit A, Service Locations, attached and incorporated herein;

2. Services will be provided five days per week, Monday through Friday, with the exception of established City holidays, as outlined in Exhibit B, Standard Cleaning Requirements, attached and incorporated herein; and

3. Ensure that the Crew and its supervisors follow the work schedule agreed upon by both parties.

B. Provide Instructors to:

1. Demonstrate work techniques to Participants;

2. Supervise Participants to ensure Other Work Duties and Services are completed satisfactorily and safely; and

3. Maintain an accurate log of arrival and departure times for each Participant.

C. Provide:
1. Safety training for Crew; and

2. Personal protective equipment (PPE) including, but not limited to, safety
glasses/goggles, face shields, ear plugs, hard hats, and gloves in accordance with
Cal/OSHA Regulations Title 8, §8414 Personal Protective Equipment. County has full
responsibility for lost and/or damaged PPE, unless the loss and/or damage was due to
the sole negligence of the City.

D. Maintain an Injury and Illness Prevention Program in accordance with Cal/OSHA
Regulations, Title 8, §3203.

E. Meet quarterly, or as needed, with City to discuss agreement performance, scheduling, and
any other agreement related topics. Meetings will be scheduled at a mutually agreed upon
date and time and held at a location provided by City.

F. Assume all payroll, workers’ compensation coverage, and liability costs for Crew.

G. Ensure that the supervisor maintains a log or record of the work performed during each work
day.

H. Assume responsibility for locking up each facility as it is cleaned. At the Civic Center, the
Crew supervisor will check to see that all exterior doors are locked when the Crew arrives
and again when they leave for the evening. The Crew supervisor at each facility will
maintain a daily log indicating the time that each door is checked and locked. The City will
be informed the next day of any doors found unsecured.

SECTION 3. CITY RESPONSIBILITIES

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

A. Upon commencement of this agreement, initial orientation and training to the Crew regarding
the daily work schedule and instructions on how to perform the Services.

B. On-going guidance to Instructors as to any specific duties that fall within the realm of OC
Responsibilities.

C. Feedback on the Crew’s work performance on an “as needed” basis, as determined by City,
as well as at the quarterly meetings delineated in Section 2.E. SECTION 4.

COMPENSATION

A. City shall pay County $16,058.48 per month for the services listed on Exhibit C 01/01/2018
through 12/31/2018 and $17,519.81 per month for the services listed on Exhibit C
01/01/2019 through 12/31/2019 Itemized Price List, attached and incorporated herein.

B. City shall be charged for any additional services not listed on Exhibit C, and shall pay the
County for the same, in addition to the normal monthly billing.
SECTION 5. BILLING AND PAYMENT

A. City shall pay for services rendered pursuant to this agreement on a monthly basis as set forth in Section 4. The payments specified herein shall be the only payments made to County for services rendered pursuant to this agreement.

B. County shall submit monthly invoices to City for work completed during the prior month.

C. All correct, complete and undisputed invoices sent by County to City shall be paid within thirty calendar days of receipt.

SECTION 6. TERM AND TERMINATION

A. The agreement shall commence on January 1, 2018 and shall terminate on December 31, 2019.

B. If either Party materially fails to perform its responsibilities under this agreement to the satisfaction of the other Party, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon that Party giving written notice thereof to the other Party.

C. Either Party may terminate this agreement without cause with thirty (30) calendar days’ written notice.

D. Either Party may terminate this agreement immediately upon oral notice should funding related to any of the services performed pursuant to this agreement cease or be materially decreased during the term of this agreement.

E. If this agreement is terminated under paragraphs B, C, or D above, City shall pay County for all work satisfactorily completed as of the effective date of the termination. Should the effective date of the notice of termination fall on a date other than the end of the month, then City shall pay County an amount which is equal to the pro rata portion of the monthly compensation based upon the portion of the month during which services under this agreement were provided.

F. County’s right to terminate this agreement may be exercised by County’s Health and Human Services Director (HHSA Director) or any HHSA Branch Director designated by the HHSA Director. City’s right to terminate this agreement may be exercised by its City Manager.

SECTION 7. INSURANCE

A. Each Party, prior to commencing its responsibilities prescribed in this agreement, shall provide to the other Party a certificate of self-insurance which shall be approved by the other Party’s Risk Manager.

B. Each Party understands, acknowledges, and agrees that both Parties are self-insured with respect to their automobile and general liability exposures and shall remain self-insured throughout the term of this agreement.

SECTION 8. INDEMNIFICATION
Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

SECTION 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS

A. This Contract shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law.

B. This contract, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by City and County. No verbal agreement or conversation with any official, officer, agent or employee of either Party, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle County to any additional payment whatsoever under the terms of this Contract.

C. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. No changes, amendments or alterations to this contract 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 contract and do not result in an increase or decrease in compensation of more than 20 percent of the monthly total compensation, may be agreed upon in writing between City Manager and/or the Department Director who has direct responsibility for managing the services provided herein, and County’s HHSA Director or any HHSA Branch Director designated by the HHSA Director.

E. The headings that appear on this contract are for reference purposes only and shall not affect the meaning or construction of this contract.

SECTION 10. NOTICE OF CLAIM/APPLICABLE LAW/VEENUE

A. If any claim for damages is filed with either Party or if any lawsuit is instituted concerning either Party’s performance under this contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, prompt and timely notice thereof shall be given to the other Party. 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.
B. Any dispute between the parties, and the interpretation of this contract, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

SECTION 11. NONASSIGNMENT OF CONTRACT; NON-WAIVER

A. No provision of this contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a Party hereto.

B. No portion of the work or services to be performed under this Contract shall be assigned, transferred, delegated, conveyed or subcontracted without the prior written consent of the other Party. County may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of the other Party. Independent contractors and subcontractors shall be provided with a copy of this Contract and both parties shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. The Party approved to subcontract shall be the responsible Party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provision from its contractors and subcontractors as City’s Risk Manager shall determine to be necessary.

C. No covenant or condition to be performed by either Party under this Contract can be waived except by the written consent of the other Party. Forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by either Party of a covenant or condition is complete, the other Party shall be entitled to invoke any remedy under this Contract or by law or in equity despite said forbearance or indulgence.

D. A waiver by any Party of any provision or a breach of this Contract shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

SECTION 12. STATUS OF PARTIES

Both parties shall, during the entire term of this Contract, be construed to be independent contractors, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this Contract. County shall not be eligible for coverage under City’s workers’ compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit.

SECTION 13. SURVIVAL

The provisions set forth in Sections 6 through 12 of this Contract shall survive the termination, cancellation or expiration of the Contract.

SECTION 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION
A. Both parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, ordinances, rules, regulations, codes, and/or orders which relate to the services to be provided pursuant to this contract.

B. Both parties shall not discriminate in employment practices on the basis of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Both parties shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

C. City represents that City is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

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

SECTION 15. LICENSES AND PERMITS

Both parties 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 or City. Failure to maintain the required licenses, permits, certificates, and credentials shall be deemed a breach of this contract and constitutes grounds for the termination of this contract.

SECTION 16. CONFIDENTIALITY OF CLIENT INFORMATION

During the term of this agreement, City may have access to Consumer (As defined in Welfare and Institutions Code section 4512(d)). information and records are confidential pursuant to Welfare and Institutions Code section 4514. City agrees to provide adequate precautions to protect the confidentiality of such Consumer information in accordance with Welfare and Institutions Code section 4515, and all other applicable state and federal statutes and regulations regarding confidentiality of persons with developmental disabilities. This provision shall survive the termination, expiration, or cancellation of this agreement.

SECTION 17. RECORDS RETENTION

County shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized
representative of City. County shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.

SECTION 18. REPRESENTATIVES

A. City's representative for this Contract is Michele Davis, telephone number (530) 225-4594, email: mdevash@ci.redding.ca.us. All of County's questions pertaining to this agreement shall be referred to the above-named person, or to the representative's designee.

B. County's representative for this Contract is the OC Staff Services Manager, telephone number (530) 225-5781, fax number (530) 225-5751. All of City's questions pertaining to this Contract shall be referred to this person, or the representative's designee.

SECTION 19. NOTICES

Other than as provided in Section 6.C. (pertaining to oral notice of termination due to lack of funding) any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class mail to the following addresses:

<table>
<thead>
<tr>
<th>To City:</th>
<th>To County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim Niemer</td>
<td>Branch Director HHSA Regional Services</td>
</tr>
<tr>
<td>Community Services Department</td>
<td>Attn: Contracts Unit</td>
</tr>
<tr>
<td>777 Cypress Avenue</td>
<td>1506 Market Street</td>
</tr>
<tr>
<td>Redding, CA 96049-6071</td>
<td>Redding, CA 96001-1023</td>
</tr>
<tr>
<td>Phone: 530-225-4085</td>
<td>Phone: 530-229-8319</td>
</tr>
<tr>
<td></td>
<td>Fax: 530-225-5245</td>
</tr>
</tbody>
</table>

Written notice shall be deemed to be effective three days after date of mailing, if sent by first class mail, postage paid. Oral notice shall be deemed effective immediately.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, County and City have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CITY

Date: __________________________

By: ____________________________
Brent Weaver, Mayor
City of Redding, State of California

APPROVED AS TO FORM:

________________________________________________________________________
Barry E. DeWalt, City Attorney
City of Redding

ATTEST:

________________________________________________________________________
Pamela Mize, City Clerk
City of Redding

COUNTY OF SHASTA

Date: __________________________

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

________________________________________________________________________
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: ____________________________
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: ____________________________
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: ____________________________
James Johnson
Risk Management Analyst
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<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>SQ FT</th>
<th>SQ FT. NON-CARPET</th>
<th>TOTAL AREA</th>
<th>CONTACT NAME</th>
<th>RESTROOMS</th>
<th>SHOWER STALLS</th>
<th>FREQUENCY OF SERVICE</th>
<th>EXCEPTIONS OR ADDITIONS</th>
<th>Strip &amp; Wax Non-Carpet Areas</th>
<th>Carpet Cleaning</th>
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<tbody>
<tr>
<td>1</td>
<td>Martin Luther King Jr Center</td>
<td>744</td>
<td>3,000</td>
<td>3,744</td>
<td>Teresa Urricelqui 225-4474; Adam Whelen 224-6020 or Ali Lynch 224-8100</td>
<td>2</td>
<td>0</td>
<td>5 days a week-MTWHF After 6:00 pm, Standard Cleaning</td>
<td>No waxing service to 1000 sq.ft. of laminate floor (Contract amendment dated 7/1/10)</td>
<td>Spring &amp; Fall</td>
<td>Spring</td>
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<td>Recreation Office</td>
<td>2,000</td>
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<td>2,120</td>
<td>Teresa Urricelqui 225-4474; Adam Whelen 224-6020 or Ali Lynch 224-8100</td>
<td>2</td>
<td>0</td>
<td>One day per month After 6:00 pm, Standard Cleaning</td>
<td></td>
<td>When requested</td>
<td>When requested</td>
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<tr>
<td>3</td>
<td>Martin Luther King Jr Day Care</td>
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<td>500</td>
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<td>0</td>
<td>5 days a week-MTWHF After 6:00 pm, Standard Cleaning</td>
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<td>Spring &amp; Fall</td>
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<td>Teen Center</td>
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<td>3 days a week-MWF (June - Aug) Standard Cleaning</td>
<td>Once a week-Mon. (Sept-May) Standard Cleaning</td>
<td>Spring &amp; Fall</td>
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<td>Old City Hall</td>
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<td>0</td>
<td>3 days a week-MWF Standard Cleaning</td>
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<td>Spring &amp; Fall</td>
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<tr>
<td>8</td>
<td>Clear Creek Wastewater Plant</td>
<td>618</td>
<td>4,584</td>
<td>5,200</td>
<td>Troy Mitchell 225-4157; Adam Whelen 224-6020 or Ali Lynch 224-8100</td>
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<td>0</td>
<td>3 days a week-MWF After 6:30 pm, Standard Cleaning</td>
<td>DO NOT Clean Lab Counter Tops</td>
<td>Spring &amp; Fall</td>
<td>Spring</td>
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<tr>
<td>9</td>
<td>Stillwater Wastewater Plant</td>
<td>0</td>
<td>3,150</td>
<td>3,150</td>
<td>David Johnston 378-6702; Adam Whelen 224-6020 or Ali Lynch 224-8100</td>
<td>2</td>
<td>0</td>
<td>3 days a week-MWF After 6:30 pm, Standard Cleaning</td>
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<td>10</td>
<td>Foothill Water Treatment Plant</td>
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<td>2,126</td>
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<td>Staff 225-4475; Adam Whelen 224-6020 or Ali Lynch 224-8100</td>
<td>2</td>
<td>0</td>
<td>Once a week - Wod. Standard Cleaning</td>
<td>DO NOT Clean Lab Counter Tops</td>
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<td>Buckeye Water Treatment Plant</td>
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<td>888</td>
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<td>Monthly Cleaning—schedule with staff, Standard Cleaning</td>
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<td>Additional Notes</td>
<td></td>
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<tr>
<td>12</td>
<td>Redding Power Plant 17120 Clear Creek Road</td>
<td>5 days a week - MTWTHF</td>
<td>Standard Cleaning; all areas except 3 days a week - MWF</td>
<td>Power Control Center (In Admin Bldg): Do not enter. Don't vacuum. Employees will set trash out to be emptied.</td>
<td>Yearly</td>
<td>Yearly</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>(upstairs), CT Control Room</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>Judy Lyons 245-7050; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>Judy Lyons to schedule.</td>
<td>Orientation required before starting service. Contact</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>4,370</td>
<td>3,648</td>
<td>8,018</td>
<td>10</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>West Central Landfill Scale House Inside and Outside Restroom only &amp; Office/lunchroom Bldg.</td>
<td>1 day a week - TH (cleaning to be completed by 5pm) Empty trash, spot clean walls &amp; door jams, clean both sides of entrance/exit doors, sanitize door knobs, sweep all entrance/exit ways, sweep/mop non carpeted floor, dust &amp; remove cobwebs, sanitize restroom fixtures &amp; stock with City provided supplies</td>
<td>Weekly: Only vacuum floor mats Quarterly: Clean window ledges, baseboards &amp; wash interior glass</td>
<td>When requested and at additional charge</td>
<td>N/A</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>1055</td>
<td>1055</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>REU - Avtech Facility at 3611 Avtech Parkway</td>
<td>5 days a week - Restrooms, 2 days a week - Standard cleaning, 1 day a week - clean and sanitize shower stall and door.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>LOCATION</td>
<td>SQ FT. CARPET</td>
<td>SQ FT. NON-CARPET</td>
<td>TOTAL AREA</td>
<td>CONTACT NAME</td>
<td>RESTROOMS</td>
<td>SHOWER STALLS</td>
<td>FREQUENCY OF SERVICE</td>
<td>EXCEPTIONS OR ADDITIONS</td>
<td>Strip &amp; Wax Non-Carpet Areas</td>
<td>Carpet Cleaning</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------------</td>
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</tr>
<tr>
<td>1</td>
<td>Fleet Maintenance</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Jim Schmitz 224-6091; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2 3</td>
<td></td>
<td>5 days a week—MTWTHF Trash, Lunch Rm, Restrooms</td>
<td>Monthly: Shower Stalls As Needed: Fill Shop paper towels &amp; soap dispensers</td>
<td>Yearly</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Redding Electric Utility</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Jack Lalonde 224-4387; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2 3</td>
<td></td>
<td>6 days a week—MTWTHF Office area, Standard Cleaning</td>
<td>Once a week only—Elect. Meter Shop (far rear SW corner) Monthly: Shower Stalls</td>
<td>Spring</td>
<td>Spring</td>
</tr>
<tr>
<td>3</td>
<td>Telecommunications</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Don Roberts 224-4545; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>Once a month (1st Wed.)—shop; Once a week (Wed)—office, Standard Cleaning</td>
<td>Do Not Enter Equipment Room Buff quarterly only</td>
<td>Spring</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>Industrial Waste</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Tracy Wyhido 224-6069; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>5 days a week—MTWTHF Trash only</td>
<td>N/A</td>
<td>Spring</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Electrical Tech Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Paul Landis 224-6034; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>6 days a week—MTWTHF Trash only, 1 day a week—Wed. Standard Cleaning</td>
<td>N/A</td>
<td>Spring</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Redding Municipal Utilities (RMU)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Adam Whelen 224-5020 or Alli Lynch 224-6100</td>
<td>2 4</td>
<td></td>
<td>5 days a week—MTWTHF Standard Cleaning</td>
<td>Monthly: Shower Stalls</td>
<td>Spring</td>
<td>Spring</td>
</tr>
<tr>
<td>7</td>
<td>RMU West Wing Building #3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Rhonda Bernard 224-4330; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>5 days a week—MTWTHF Standard Cleaning</td>
<td>Sweep off patio as needed</td>
<td>Spring</td>
<td>Spring</td>
</tr>
<tr>
<td>8</td>
<td>South Restroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Rhonda Bernard 224-4330; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>5 days a week—MTWTHF Standard Restroom Cleaning</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Industrial Waste Instrument Room</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Tracy Wyhido 224-6069; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>None</td>
<td>Spring &amp; Fall</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Training Room Building #4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td></td>
<td>As needed only: Trash, Vacuum, Wipe Counters</td>
<td>N/A</td>
<td>Spring &amp; Fall</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Parks Building #4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2 2</td>
<td></td>
<td>5 days a week: MTWTHF Restrooms, 3 days a week—MW Standard Cleaning</td>
<td>Monthly: Shower Stalls</td>
<td>Spring</td>
<td>Spring</td>
</tr>
<tr>
<td>12</td>
<td>Solid Waste Transfer/Recycle Facility</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Tara Joiner 224-6008; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2 0</td>
<td></td>
<td>3 days a week—MW Standard Cleaning</td>
<td>DO NOT wash acrylic workstation windows. DO NOT dust window ledges or blinds or spot clean carpets.</td>
<td>Spring</td>
<td>Spring</td>
</tr>
<tr>
<td>13</td>
<td>Solid Waste Transfer/Recycle Facility</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>Tara Joiner 224-6008; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2 5</td>
<td></td>
<td>3 days a week—MW Standard Cleaning</td>
<td>Performed by Others</td>
<td>Spring &amp; Fall</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Service Location</td>
<td>Code</td>
<td>Count</td>
<td>Service Location Details</td>
<td>Frequency</td>
<td>Service Type</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Solid Waste Transfer/Recycle Facility Scale House</td>
<td>310</td>
<td>0</td>
<td>310 Tara Joiner 224-8008; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0</td>
<td>0</td>
<td>1 day a week--Tues. Standard Cleaning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Solid Waste Transfer/Recycle Facility line worker breakroom</td>
<td>720</td>
<td>2</td>
<td>720 Tara Joiner 224-8008; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2</td>
<td>0</td>
<td>5 days a week--MTWTHF Standard Cleaning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT A
### SERVICE LOCATIONS

**PROPOSAL GROUP III - CITY OF REDDING CIVIC CENTER -- 777 Cypress Avenue**

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>SQ. FT CARPET</th>
<th>SQ. FT. NON-CARPET</th>
<th>TOTAL AREA</th>
<th>CONTACT NAME</th>
<th>RESTROOMS SHOHER STALLS</th>
<th>FREQUENCY OF SERVICE</th>
<th>EXCEPTIONS OR ADDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Council Chambers Community Room</td>
<td>4,702</td>
<td>2,137</td>
<td>6,839</td>
<td>Teresa Rudolph 225-4044; Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>4 0</td>
<td>5 days a week--MTWTHF Standard Cleaning</td>
<td>Council Chambers: Clean work surfaces throughout area (excludes Community Room tables)</td>
</tr>
<tr>
<td>2</td>
<td>Concrete Walkway (between Council Chambers &amp; Front Entrance to Civic Ctr.)</td>
<td></td>
<td></td>
<td></td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td>3 days a week--MWF</td>
<td>Sweep area.</td>
</tr>
<tr>
<td>3</td>
<td>Trash Compactor</td>
<td>225</td>
<td>225</td>
<td></td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td>3 days a week--MWF</td>
<td>Clean leaves, garbage, etc from area.</td>
</tr>
<tr>
<td>4</td>
<td>Patios</td>
<td></td>
<td></td>
<td></td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>0 0</td>
<td>MWF--2nd floor TTH--3rd Floor: Clean patio/tables/ railings as needed. Hose down patio deck as needed</td>
<td>N/A N/A</td>
</tr>
<tr>
<td>5</td>
<td>1st Floor</td>
<td>24,086</td>
<td>19,595</td>
<td>34,681</td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>5 1</td>
<td>5 days a week--MTWTHF Restrooms &amp; Drinking Fountains 3 days a week--MWF Standard Cleaning &amp; Fire Admin Shower. As Needed: Clean table tops in conference rooms</td>
<td>Vacuum Daily: Customer Service Lobby, W. Vestibule, Gallery, N. Lobby, S. Gallery, S. Lobby, S. Vestibule, Concourse, Permit Center, Elevator Lobby &amp; Elevators</td>
</tr>
<tr>
<td>6</td>
<td>Second Floor</td>
<td>10,745</td>
<td>2,374</td>
<td>13,119</td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>4 2</td>
<td>5 days a week--MTWTHF Restrooms, Drinking Fountains &amp; Employee Break Room. 2 days a week--TTH Standard Cleaning As Needed: Clean table tops in conference rooms &amp; Employee Break Room</td>
<td>MWF: Vacuum Hallways: Once a Week: Vacuum Stairwells (spot vacuum if needed on other days).</td>
</tr>
<tr>
<td>7</td>
<td>Third Floor</td>
<td>20,446</td>
<td>3,916</td>
<td>24,362</td>
<td>Adam Whelen 224-6020 or Alli Lynch 224-6100</td>
<td>2 0</td>
<td>5 days a week--MTWTHF Restrooms &amp; Drinking Fountains 2 days a week--TTH Standard Cleaning As Needed: Clean table tops in conference rooms</td>
<td>MWF: Vacuum Hallways: Once a Week: Vacuum Stairwells (spot vacuum if needed on other days).</td>
</tr>
</tbody>
</table>

**Floor Care:** In an effort to give the janitorial crews some scheduling space, I have adjusted the description of the carpet cleaning and floor stripping/waxing. What used to say "April" is now marked "Spring" so that it can be spread out over April and May. What used to say "April & Oct" is now marked "Spring & Fall" so it can be done April/May and again Oct/Nov.
EXHIBIT B
STANDARD CLEANING REQUIREMENTS

Janitorial crew is not to move, disturb, dust, damage, or destroy any items on desks or work surfaces.

Section 1: General Duties To Be Performed On Each Scheduled Cleaning Day
1. Sweep / vacuum non-carpeted floors.
2. Damp mop non-carpeted floors as needed.
3. Vacuum carpeted floors.
4. Spot clean carpet as required.
5. Remove trash and refuse. Properly dispose in on site designated sanitation container.
6. Dust and remove cobwebs.
7. Remove any debris from drinking fountain bowl, clean and sanitize inside and outside of bowl and spigot.
8. Spot clean walls, door knobs and door jams.
9. Clean both sides of entrance, exit, and interior glass doors.
10. Sweep all entrance and exit ways.
11. Clean out cigarette receptacles.

Section 2: Rest Rooms Shall Include the Following on Each Scheduled Cleaning Day:
12. Sanitize fixtures (sinks, toilets & urinals).
13. Sweep and damp mop floors.
14. Disinfect all shower stalls where applicable (frequency varies per location—see table).
15. Replace liquid soap, toilet tissue, paper towels, sanitary napkins, and sanitary seat covers.
16. All toilet paper rolls having less than ¼" paper remaining, shall be replaced with a new roll. Partially used rolls will be collected and stored in a large clean trash can liner at each janitorial storage area, and delivered to the City Facilities Supervisor’s shop at least once per month.
17. Spot clean walls.
18. Clean mirrors.
19. Empty all trash receptacles.

Section 3: Carpet Steam Cleaning and Floor Waxing
1. Strip and wax non-carpeted floors. (Schedule varies with facility—see Attachment A).
2. Steam clean carpets. (Schedule varies with facility—see Attachment A).

Section 4: Once Each Month—(First Week of the Month)
1. Clean window ledges and baseboard areas (except in cases where ledges and baseboards are not clearly accessible, i.e. items stored on or in front of, shall not be moved for access).
2. Buff non-carpeted floors.
3. Dust window blinds.
Section 5: Quarterly--(February, May, August & November)
20. Wash both sides of interior windows.

Section 6: Once Each Year--(August)
21. Wash both sides of exterior windows. (Civic Center exterior windows under contract with others).
22. Remove bugs from light fixtures and clean plastic lenses.
# PROPOSAL GROUP I - VARIOUS LOCATIONS

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th><strong>MONTHLY RATE</strong></th>
<th><strong>Effective 1/1/2018</strong></th>
<th><strong>Annual Rate 1/1/2018 to 12/31/2018</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Martin Luther King Jr Center</td>
<td>$583.00</td>
<td>$6,996.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Recreation Office</td>
<td>$41.80</td>
<td>$501.60</td>
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</tr>
<tr>
<td>3</td>
<td>Martin Luther King Jr Day Care</td>
<td>$80.30</td>
<td>$963.60</td>
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</tr>
<tr>
<td>4</td>
<td>Teen Center</td>
<td>$91.30</td>
<td>$1,095.60</td>
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</tr>
<tr>
<td>5</td>
<td>Caldwell Recreation Center</td>
<td>$346.50</td>
<td>$4,158.00</td>
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</tr>
<tr>
<td>6</td>
<td>Enterprise Community Room</td>
<td>$273.90</td>
<td>$3,286.80</td>
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</tr>
<tr>
<td>7</td>
<td>Old City Hall</td>
<td>$531.30</td>
<td>$6,375.60</td>
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</tr>
<tr>
<td>8</td>
<td>Clear Creek Wastewater Plant</td>
<td>$996.60</td>
<td>$11,959.20</td>
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</tr>
<tr>
<td>9</td>
<td>Stillwater Wastewater Plant</td>
<td>$311.30</td>
<td>$3,735.60</td>
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</tr>
<tr>
<td>10</td>
<td>Foothill Water Treatment Plant</td>
<td>$151.80</td>
<td>$1,821.60</td>
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</tr>
<tr>
<td>11</td>
<td>Buckeye Water Treatment Plant</td>
<td>$45.47</td>
<td>$545.69</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Redding Power Plant</td>
<td>$1,281.50</td>
<td>$15,378.00</td>
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</tr>
<tr>
<td>13</td>
<td>West Central Landfill</td>
<td>$342.10</td>
<td>$4,105.20</td>
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</tr>
<tr>
<td>14</td>
<td>REU - Avtech Facility</td>
<td>$1,650.00</td>
<td>$19,800.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$6,726.87</strong></td>
<td><strong>$80,722.49</strong></td>
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</table>
## PROPOSAL GROUP II
CORPORATION YARD AND TRANSFER STATION

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>MONTHLY RATE Effective 1/1/2018</th>
<th>Annual Rate 1/1/2018 to 12/31/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fleet Maintenance</td>
<td>$478.50</td>
<td>$5,742.00</td>
</tr>
<tr>
<td>2</td>
<td>Redding Electric Utility</td>
<td>629.20</td>
<td>7,550.40</td>
</tr>
<tr>
<td>3</td>
<td>Telecommunications</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4</td>
<td>Industrial Waste</td>
<td>113.69</td>
<td>1,364.22</td>
</tr>
<tr>
<td>5</td>
<td>Electrical Tech Area</td>
<td>151.80</td>
<td>1,821.60</td>
</tr>
<tr>
<td>6</td>
<td>Redding Municipal Utilities</td>
<td>1,045.00</td>
<td>12,540.00</td>
</tr>
<tr>
<td>7</td>
<td>RMU West Wing</td>
<td>394.90</td>
<td>4,738.80</td>
</tr>
<tr>
<td>8</td>
<td>South Restroom</td>
<td>15.16</td>
<td>181.90</td>
</tr>
<tr>
<td>9</td>
<td>Industrial Waste Instrument Rm</td>
<td>15.16</td>
<td>181.90</td>
</tr>
<tr>
<td>10</td>
<td>Training Room</td>
<td>60.50</td>
<td>726.00</td>
</tr>
<tr>
<td>11</td>
<td>Parks</td>
<td>303.60</td>
<td>3,643.20</td>
</tr>
<tr>
<td>12</td>
<td>Solid Waste Transfer/Recycle Facility Administration Building</td>
<td>607.20</td>
<td>7,286.40</td>
</tr>
<tr>
<td>13</td>
<td>Solid Waste Transfer/Recycle Facility Staff Building</td>
<td>303.60</td>
<td>3,643.20</td>
</tr>
<tr>
<td>14</td>
<td>Solid Waste Transfer/Recycle Facility Scale House</td>
<td>15.16</td>
<td>181.90</td>
</tr>
<tr>
<td>15</td>
<td>Solid Waste Transfer/Recycle Facility line worker breakroom</td>
<td>484.00</td>
<td>5,808.00</td>
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**TOTAL PROPOSAL GROUP II**

|               | $4,617.46 | $55,409.51 |

Page 514 of 611
## PROPOSAL GROUP III - CITY OF REDDING CIVIC CENTER 777 C:

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
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<th>Annual Rate 1/1/2018 to 12/31/2018</th>
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<tbody>
<tr>
<td>1</td>
<td>Council Chambers</td>
<td>$522.50</td>
<td>$6,270.00</td>
</tr>
<tr>
<td>2</td>
<td>Concrete Walkway</td>
<td>7.55</td>
<td>90.55</td>
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<tr>
<td>3</td>
<td>Trash Compactor</td>
<td>15.10</td>
<td>181.24</td>
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<tr>
<td>4</td>
<td>Patios</td>
<td>37.40</td>
<td>448.80</td>
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<tr>
<td>5</td>
<td>First Floor</td>
<td>2,295.70</td>
<td>27,548.40</td>
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<tr>
<td>6</td>
<td>Second Floor</td>
<td>694.10</td>
<td>8,329.20</td>
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<tr>
<td>7</td>
<td>Third Floor</td>
<td>1,141.80</td>
<td>13,701.60</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$4,714.15</strong></td>
<td><strong>$56,569.79</strong></td>
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
First Amendment to the Real Property Lease Agreement with Seven Resorts, Inc. (Bridge Bay Resort).

DEPARTMENT: Sheriff

Supervisorial District No.: All

DEPARTMENT CONTACT: Rob Sandbloom, Sergeant, (530) 245-6075

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
</tr>
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</table>

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment to the lease agreement with Seven Resorts, Inc. (at Bridge Bay Resort Marina), extending the agreement term by six months to June 30, 2018, recognizing a change in ownership, and setting the monthly rent for the extended term at $2,268.79 per month.

SUMMARY

N/A

DISCUSSION

On December 3, 2012 the County Executive Officer signed an agreement, effective January 1, 2013, with Seven Resorts, Inc., for Sheriff – Boating Safety Unit to utilize office space, boat slips, storage space, and parking spaces at Bridge Bay Marina on Lake Shasta. The recommended First Amendment with Seven Resorts, Inc., will extend the term of the agreement ending December 31, 2017 to June 30, 2018 to allow necessary time to negotiate a new Real Property Lease Agreement with Peloria Marina, LLC dba Bridge Bay at Shasta Lake; reflect the recorded transfer of ownership to Peloria Marina, LLC.; and amend subsection 3.1 entitled Rent to reflect the monthly rent to be paid by the County for the period of January 1, 2018 to June 30, 2018.

ALTERNATIVES

The Board may request changes to the amendment.

OTHER AGENCY INVOLVEMENT

Risk Management has reviewed and approved this First Amendment. County Counsel has approved this First Amendment as
to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

Appropriations for rents and leases of structures are included in the Sheriff’s Boating Safety 2017-18 fiscal year adjusted budget.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peloria First Amendment</td>
<td>11/22/2017</td>
<td>Peloria First Amendment</td>
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</table>
FIRST AMENDMENT TO THE REAL PROPERTY LEASE AGREEMENT
BETWEEN
THE COUNTY OF SHASTA & SEVEN RESORTS, INC. (Bridge Bay Resort).

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, ("County") and Peloria Marinas, LLC. as owner of Peloria Bridge Bay, LLC dba Bridge Bay at Shasta Lake ("Lessor").

RECITALS

WHEREAS, County and Lessor have previously entered into a lease agreement which commenced on January 1, 2013 to lease premises located at Bridge Bay Resort on Shasta Lake, County of Shasta, State of California, (the "Lease"); and

WHEREAS, County and Lessor desire to amend the Lease in order to extend the termination date to June 30, 2018 and to reflect recorded transfer of ownership to Peloria Marina, LLC., while maintaining the same terms and conditions of the current lease agreement.

NOW, THEREFORE, the Lease is amended as follows:

I. Subsection, 2.1, entitled "Initial Term" of Section 2, entitled, "TERM AND TERMINATION" is amended in its entirety to read as follows:

2.1 Term. The premises are leased for a term commencing January 1, 2013, and ending June 30, 2018, or such earlier date as this lease may terminate as provided in this agreement, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

II. Subsection, 2.2, entitled "Options to Extend Term" of Section 2, entitled, "TERM AND TERMINATION", Subsection 2.2 Options to Extend Term, of the Original Lease is amended in its entirety to read as follows:

2.2 Options to Extend Term. Not Applicable.

III. Subsection, 3.1, entitled "Rent" of Section 3, entitled "RENT", is amended in its entirety to read as follows:

3.1 Rent. The monthly rent to be paid by County shall be as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/13 – 12/31/13</td>
<td>$2,138.55</td>
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<tr>
<td>1/1/14 – 12/31/14</td>
<td>$2,202.70</td>
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<tr>
<td>1/1/15 – 06/30/18</td>
<td>$2,268.79</td>
</tr>
</tbody>
</table>

First Amendment – Bridge Bay Resort
Page 1 of 4
IV. Peloria Marinas, LLC., separately and as owner of Peloria Bridge Bay, LLC., as successors in interest to Seven Resorts, Inc., hereby agree to be bound to the terms and conditions of the Lease, as amended, and agrees to accept all the rights, duties, and obligations set forth in the Lease, as amended.

V. Section 14, entitled, NOTICES, is amended in its entirety to read as follows:

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Any written or oral notices on behalf of County as provided for in this lease may be executed by the County Executive Officer.

If to Lessor: Peloria Marinas, LLC.
10300 Bridge Bay Road
Redding, CA 96003
Phone: 530-275-3021
Fax: 530-275-8365

If to County: County Executive Officer
1450 Court Street, Suite 308A
Redding, CA 96001
Phone: 530-225-5561
Fax: 530-229-8238

Copy to: Tom Bosenko, Sheriff
Shasta County Sheriff’s Office
1525 Court Street
Redding, CA 96001
Phone: 530-245-6165
Fax: 530-245-6054

VI. REAFFIRMATION

In all other respects, the Lease, remains in full force and effect and Lessor agrees to be bound to the benefits, obligations and terms of the Lease as is fully set forth herein.

VII. ENTIRE AGREEMENT
The Lease, as amended by this First Amendment, constitutes the entire understanding between County and Lessor.

VIII. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of the Lease. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date

David A. Kehoe, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: ____________________________
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: ____________________________
James R. Ross
Assistant County Counsel

Date: 11/22/17

RISK MANAGEMENT APPROVAL

By: ____________________________
James Johnson
Risk Management Analyst III

LESSOR

Date: 11/13/17

Howard Weinberg
Peloria Marinas, LLC.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
Agreement with Lassen County to house Shasta County inmates in the Lassen County Jail Facilities.

DEPARTMENT: Sheriff-Jail

Supervisory District No.: All

DEPARTMENT CONTACT: Dave Kent, Captain, 530-245-6167

STAFF REPORT APPROVED BY: Mike Lindsey, Chief Fiscal Officer

<table>
<thead>
<tr>
<th>Vote Required?</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Lassen County with no maximum compensation at a minimum cost of $75 per day per inmate to house Shasta County inmates in the Lassen County Jail for the period from the date of signing through August 10, 2020, with two automatic one-year renewals.

SUMMARY

In June 2012, members of the Shasta County Sheriff’s Office sought out other detention facilities to assist in housing inmates on behalf the Sheriff of Shasta County. One of the counties which responded was Lassen County Sheriff’s Office. Lassen and Shasta County began a contract on August 20, 2013. That contract lapsed on August 10, 2017. The renewal of this contract will continue the services encompassing the housing of sentenced Shasta County inmates in Lassen County.

DISCUSSION

The Lassen County Sheriff shall provide custody and care pursuant to Minimum Standards for Local Detention Facilities set forth in California Code of Regulations Title 15 and 24, and in accordance with all applicable Federal, State and local laws, regulations and directives for each Shasta County Sheriff inmate transported to Lassen County Sheriff for housing under this agreement. Lassen County Sheriff shall provide routine medical care inside the facilities in accordance with Title 15 requirements. Any outside medical services will be paid for by Shasta County Sheriff.

In order to minimize transportation costs and potential time and resource impacts to the Public Defender and District Attorney’s Offices, primarily only sentenced inmates will be housed in the Lassen County Jail Facilities under the proposed agreement. Lassen County agrees to notify Shasta County prior to any release of a Shasta County inmate. Once the inmate is set to be released from custody, the inmate will be returned to Shasta County for discharge. Shasta County Sheriff’s Office will assume the cost associated with the transportation to and from Lassen County.

Senate Bill 1021 signed by the Governor on June 27, 2012, and effective July 1, 2012, allows board of supervisors of a county where adequate facilities are not available to enter into an agreement with the board of supervisors of one or more nearby counties.
counties (does not have to be contiguous) whose county adult detention facilities are adequate and are readily accessible for jail bed space. When that agreement is in effect, commitments may be made by the court. As of the current date, Shasta County Sheriff holds contracts with El Dorado County, Del Norte County, Nevada County, and California Department of Corrections and Rehabilitation to house inmates out of county.

ALTERNATIVES

The Board of Supervisors may choose to request changes to the terms and conditions of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Shasta County Sheriff agrees to reimburse Lassen County Sheriff for the housing of inmates at the daily rate of not less than $75 per day. A “housed” inmate is defined as an inmate who has been placed into the population of the Lassen County Jail. Therefore, Shasta County will only pay for actual jail beds used by Shasta County. Funds and appropriations are included in the FY 17/18 Sheriff’s Office Jail Adopted Budget under AB109 for transportation and medical costs. Since AB109 currently funds the agreement, there is no General Fund impact with approval of the recommendation.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
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<tbody>
<tr>
<td>Lassen County Contract</td>
<td>11/29/2017</td>
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PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE COUNTY OF LASSEN

This agreement is entered into between the County of Shasta, through its Sheriff’s Office, a political subdivision of the State of California (“SHASTA”) and the County of Lassen (“LASSEN”) for the purpose of outlining the responsibilities and major actions required to confine inmates from the Shasta County Jail in the Lassen County Jail. (Collectively, the “Parties”).

Section 1. RESPONSIBILITIES OF LASSEN.

Pursuant to the terms and conditions of this agreement, LASSEN:

A. Will, in the Lassen County Jail (LCJ), incarcerate SHASTA inmates upon request by phone and/or email of the Shasta County Sheriff’s Office Correctional Staff (“Shasta Staff”) when this confinement does not conflict with space availability in LASSEN’S sole discretion, subject to restrictions listed in Section 2 below.

B. Must take reasonable steps where emergency medical care is indicated to implement its provision to inmates and in turn must notify Shasta Staff by phone when an emergency medical treatment is required. If non-emergency medical, dental, or psychiatric treatment is reasonably indicated outside of the LCJ, LASSEN shall notify Shasta Staff by phone and SHASTA will arrange for such treatment and transportation to and from the medical providers. SHASTA shall be responsible for costs for psychiatric, dental and medical care, diagnosis, and treatment outside of the LCJ.

C. Upon written request of the Shasta Staff, must release inmates to SHASTA when they no longer require incarceration in the LCJ.

D. Will provide Shasta Staff with a copy of the LCJ booking sheet for all inmate(s) from SHASTA, upon request by phone or email.

E. LASSEN must afford SHASTA inmates the same legal rights and privileges pursuant to this Personal Services Agreement (PSA) as they would with any other confined inmate.

F. LASSEN shall upon request afford authorized SHASTA law enforcement, investigative, and/or correctional officials or officers with prompt access to inmates incarcerated with LASSEN pursuant to this agreement.

Section 2. RESPONSIBILITIES OF SHASTA.

Pursuant to the terms and conditions of this agreement, SHASTA:

A. Will notify LASSEN, by phone and/or by email when they need and are ready to transport an inmate to the LCJ. Such notification will include the name of the
inmate and any escort who will be accompanying the inmate, the charge(s), the current custody grade at Shasta County Jail (SCJ) and the estimated time of arrival. The LCJ must approve the inmate by phone and/or by email before Shasta Staff initiates transfer. Upon arrival at the LCJ, Shasta Staff must provide the calculated sentencing booking sheet for the inmate from Shasta.

B. Must only send sentenced inmates to serve thirty (30) days or more, not to exceed seven hundred thirty days (730), who meet the current classification criteria for being housed in the LCJ which is a Minimum Security Jail Facility; classification criteria may be amended from time to time.

C. Must only send sentenced inmates to serve thirty (30) days or more, not to exceed seven hundred thirty days (730), and who fall within the category of non-violent, non-serious and non-sex offenders. These inmates will be sentenced misdemeanants or low level felons, e.g., petty theft with prior or minor crimes against property, for housing in the LCJ. They must have a low to no escape risk or pattern in their record.

D. Will only send healthy inmates, without disabilities or medical or psychiatric conditions requiring significant diagnosis, treatment or accommodation; LASSEN will not accept any inmates with any significant health issues, medical or psychiatric conditions requiring significant treatment, or disability requiring significant accommodation, and if such a condition or health issue exists of develops that in the sole discretion of the LCJ requires the inmate to be returned to the SCJ, SHASTA must pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after request by phone and/or email from the LCJ and return the inmate to the SCJ. As required by Title 15, Section 1206, Shasta Staff will send a summary of pertinent individualized medical information with the inmate for delivery to LCJ Medical Services. In the case of individual inmates who have any medical, psychiatric or disability condition, LASSEN and SHASTA may agree on an individual basis, subject to termination at the discretion of LASSEN, that such inmates may be placed with LASSEN, but SHASTA shall be responsible for and shall hold LASSEN free and harmless from costs and expenses of the medical and/or psychiatric care, diagnosis, and/or treatment for such condition, and from costs of disability accommodation.

E. Agrees that except as expressly provided herein, SHASTA is responsible for the cost of all medical expenses and medications and all medical, dental, and/or psychiatric treatment for SHASTA inmates. If medications are prescribed for a SHASTA inmate, Shasta Staff will deliver with the inmate a 10-day supply of all of the inmate’s prescribed medications. After that, LASSEN shall administer medications as indicated by LCJ Medical Services staff according to LCJ Medical Services policies and procedures. SHASTA will reimburse LASSEN within thirty (30) days of invoice for costs for which it is responsible hereunder. SHASTA shall initiate and process all Medi-Cal or insurance billing, if applicable. LASSEN shall have no responsibility for Medi-Cal or insurance
billing and processing. SHASTA shall not be responsible to reimburse LASSEN for the time or services of LASSEN’S medical providers in the routine provision of medical services within the facility to SHASTA inmates.

F. Understands that LASSEN reserves the right to return any inmate to SHASTA for any reason, including but not limited to, the inmate becomes a security issue, a discipline problem, refuses to program with other inmates or afterward requires some form of “Special Housing”; or that the inmate requires a special accommodation for disability or otherwise that LASSEN cannot provide; or LASSEN needs the space for LASSEN inmates; or at the sole discretion of the Lassen County Sheriff.

G. Will notify by phone and/or email the LCJ as soon as possible, but in no event less than twenty-four (24) hours when the confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names, expected arrival and return times.

H. Will complete at SHASTA’s sole expense any and all transporting required for SHASTA inmates and notify the LCJ by phone and/or email of pending transfers or when an inmate no longer requires incarceration in the LCJ. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.

I. Will make weekly contact by phone and/or email with the LCJ Supervisor while SHASTA inmates are incarcerated in LCJ or more often as the situation dictates regarding inmate health, welfare and discipline.

J. Agrees that inmates confined in the LCJ are subject to the rules or directives of the LCJ, including rules on disciplines and grievances.

K. Must compensate LASSEN as prescribed in sections [3] and [4] of this agreement and for costs as in (E) above.

L. Shall monitor the outcomes achieved by LASSEN.

M. SHASTA shall, in the event of any writ of coram nobis, writ of habeas corpus, or any similar administrative law or court proceeding, involving a SHASTA inmate placed with LASSEN, indemnify, defend, and hold LASSEN, its officers and employees, free and harmless therefrom, including the expense thereof.

**Section 3. COMPENSATION.**

A. SHASTA shall pay LASSEN for the confinement of inmates at LCJ at the daily rate of $75 per inmate; the daily rate does not include transportation costs. Per SHASTA’S contract with California Forensic Medical Group (CFMG) for SCJ medical services, SHASTA inmates housed in LCJ shall be covered by
SHASTA'S current contract as long as LCJ has a contract with CFMG for inmate medical services. Should LASSEN no longer contract with California Forensic Medical Group for LCJ medical services, SHASTA will pay LASSEN an additional $3.00 per day per inmate to cover the cost of routine medical services ordinarily provided by LASSEN staff or contractors within the LASSEN facility. SHASTA will pay LASSEN for routine in-facility medical services as set forth in Section 2.E. and for actual transportation costs incurred by LASSEN during the provision of medical services for SHASTA inmates. The fees and costs specified in this Section 3.A. shall cover all expenses incidental to this agreement and subsequent confinement of inmates in LCJ. SHASTA is not responsible for costs associated with SHASTA inmate purchases of health, comfort and personal items which may be purchased at the inmate’s expense while incarcerated in LCJ.

B. There is no maximum compensation for this agreement.

Section 4. BILLING AND PAYMENT.

A. LASSEN will provide a monthly invoice to SHASTA for the daily costs of confinement per Section 3.A., which shall include costs for routine medical expenses as set forth in Section 2.E., and for actual transportation costs incurred by LASSEN during the provision of medical services for SHASTA inmates. SHASTA shall pay all amounts due within thirty (30) days of receipt of invoice. LASSEN will not bill for costs related to Jail Medical Services staff time.

B. A day shall be defined as beginning at 0001 and ending at 2400 (midnight) or any portion thereof. This fee shall cover all expenses incidental to this agreement and subsequent confinement of inmates in LCJ except for the purchase of health, comfort and personal items. These items may be purchased at the inmate’s expense.

C. Should Shasta, or the state or federal government, properly and reasonably disallow any amount claimed by LASSEN, LASSEN shall reimburse Shasta, or the state or federal government, as directed by Shasta, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for three years effective on the date of the final signature and ending August 10, 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, Shasta shall not be obligated for payments hereunder for any future County fiscal year unless or until Shasta’s Board of Supervisors appropriates funds for this agreement in SHASTA’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. Shasta shall notify LASSEN in writing of such non-appropriation at the earliest possible date.

Section 6. **TERMINATION OF AGREEMENT.**

A. If LASSEN materially fails to perform LASSEN’s responsibilities under this agreement to the satisfaction of SHASTA, or if LASSEN fails to fulfill in a timely and professional manner LASSEN’s responsibilities under this agreement, or if LASSEN violates any of the terms or provisions of this agreement, then SHASTA shall have the right to terminate this agreement for cause effective immediately upon the SHASTA giving written notice thereof to LASSEN. If termination for cause is given by SHASTA to LASSEN and it is later determined that LASSEN 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. SHASTA or LASSEN may terminate this agreement without cause on thirty 30 days written notice to the other.

C. SHASTA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. SHASTA’s right to terminate this agreement may be exercised by Tom Bosenko – Sheriff and LASSEN’S right to terminate may be exercised by the Lassen County Sheriff.

E. Should this agreement be terminated, LASSEN shall promptly provide to SHASTA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by LASSEN pursuant to this agreement.

F. If this agreement is terminated, LASSEN 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. LASSEN shall be entitled to no other benefits other than those specified herein. LASSEN specifically acknowledges that in entering into and executing this agreement, LASSEN relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement.
agreement may be agreed to in writing between LASSEN and Shasta County Sheriff, provided that the amendment is in substantially the same format as the SHASTA’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 LASSEN, LASSEN may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of SHASTA. The waiver by SHASTA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. INDEMNIFICATION.

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers.

Section 11. INSURANCE COVERAGE.

SHASTA and LASSEN shall each maintain and keep in force at their sole cost and expense during the term of this PSA, the following insurance or participation in programs of self-insurance:

A. General liability insurance in the amount of not less than $1,000,000 per claim and $3,000,000 aggregate per year.

B. Automobile liability insurance with a combined single limit of not less than $1,000,000 per accident against bodily injury and property damage liability arising out of the use of any owned, non-owned or hired motor vehicle or automotive equipment.

C. Workers’ Compensation insurance with statutory limits as required by the laws of the State of California, and Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.
Each party shall provide a certificate of insurance, or letter of self-insurance, upon request of the other party evidencing the insurance and coverage contained in this section. There must be insurance coverage for the entire period commencing on the effective date of this PSA and ending on the date that is two (2) years beyond the final date that this PSA is effective, including any extensions or renewals of this PSA. Such insurance must satisfy the liability limit requirement of this Section. LASSEN shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name LASSEN as an additional insured on all such coverage.

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

A. If any claim for damages is filed with LASSEN or if any lawsuit is instituted concerning LASSEN’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SHASTA, LASSEN shall give prompt and timely notice thereof to SHASTA. 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, unless otherwise specifically agreed by SHASTA and LASSEN, be venued in any proper County of venue with borders contiguous with SHASTA and LASSEN, a proper County under the venue provisions of CCP 394, but not in the counties of either SHASTA or LASSEN.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

A. LASSEN 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. LASSEN shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. LASSEN represents that LASSEN is in compliance with and agrees that LASSEN shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

D. No funds or compensation received by LASSEN under this agreement shall be used by LASSEN for sectarian worship, instruction, or proselytization. No funds
or compensation received by LASSEN under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

E. In addition to any other provisions of this agreement, LASSEN shall be solely responsible for any and all damages caused, and/or penalties levied, to the extent such are caused as the result of LASSEN’s noncompliance with the provisions of this section.

Section 14. **ACCESS TO RECORDS; RECORDS RETENTION.**

A. County, federal, and state officials shall have access to any books, documents, papers, and records of LASSEN and/or SHASTA that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of LASSEN or SHASTA. Except where longer retention is required by federal or state law, LASSEN shall maintain all records for five years after SHASTA makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. LASSEN 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. LASSEN 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 SHASTA during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by SHASTA, 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. LASSEN 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. LASSEN agrees to repay SHASTA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims.

LASSEN agrees that SHASTA 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 LASSEN.

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

LASSEN’s failure to comply with state and federal child, family, and spousal support reporting requirements regarding LASSEN’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. LASSEN’s failure to cure such default within 90 days of notice by SHASTA shall be grounds for termination of this agreement.

Section 16. **LICENSES AND PERMITS.**

LASSEN, and LASSEN’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 SHASTA. 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 SHASTA.

Section 17. **PERFORMANCE STANDARDS.**

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

Section 18. **CONFLICTS OF INTEREST.**

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

Section 19. **NOTICES.**

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to SHASTA:  
Sheriff  
Shasta County Sheriff’s Office  
Shasta County Jail  
1655 West St.  
Redding, CA 96001  
Phone: 530-245-6120  
Fax: 530-245-6156

If to LASSEN:  
Sheriff  
Lassen County Sheriff’s Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130

Lassen County Agreement  Page 9 of 13
B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

LASSEN 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 SHASTA’s Conflict of Interest Code, with regard to any obligation on the part of LASSEN to disclose financial interests and to recuse from influencing any Shasta County decision which may affect LASSEN’s financial interests. If required by the SHASTA’s Conflict of Interest Code, LASSEN shall comply with the ethics training requirements of Government Code sections 53234, et seq.

Section 22. SEVERABILITY.

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

Section 23. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement. To the extent that routine HIPAA documents are necessary or convenient to the performance of this agreement and the compliance with HIPAA requirements and confidentiality in connection with inmate medical matters, such as HIPAA Business Associate Agreements or Business Associate Addendums, the parties are authorized to and shall execute such HIPAA documents upon request.

Section 24. Omitted / Not Applicable
Section 25. **USE OF SHASTA PROPERTY.**

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

Section 26. **MISCELLANEOUS PROVISIONS:**

A. This PSA may be amended only in writing signed by both parties.

B. This PSA represents the final agreement between the parties regarding housing of SHASTA inmates at LASSEN County jail and supersedes all prior oral and written agreements.

C. The following audit requirements apply from the effective date of this PSA until three years after SHASTA’s final payment under this PSA:

1. SHASTA shall allow LASSEN’s authorized representatives to inspect, audit, and copy SHASTA’s records as needed to evaluate and verify any invoices, payments, and claims that SHASTA submits to LASSEN or that any payee of SHASTA submits to LASSEN in connection with this PSA. ‘Records’ includes but is not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

2. LASSEN and SHASTA shall be subject to the examination and audit of the State Auditor, at the request of LASSEN or as part of any audit of LASSEN. Such examinations and audits shall be confined to matters connected with the performance of this PSA, including but not limited to administration costs.

This section shall survive the expiration or termination of this PSA.

D. This PSA reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

E. Any notice required to be given by this PSA shall be given to each party’s Jail Commander.

F. Any of the terms or conditions of this PSA may be waived in writing at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require subsequent performance of that term or condition.
G. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise.

Section 24. **SHASTA’S RIGHT OF SETOFF.**

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

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, SHASTA and LASSEN 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: ____________________________

David Kehoe, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

Tom Bosenko, Sheriff-Coroner
Shasta County Sheriff's Office

By: __________________________________________
Deputy

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

By: __________________________________________
Adam M. Pressman
Senior Deputy County Counsel

SHASTA RISK MANAGEMENT APPROVAL

By: __________________________________________
James Johnson
Risk Management Analyst III

COUNTY OF LASSEN

Date: 11-28-17

Aaron Albaugh, CHAIRMAN
Board of Supervisors
County of Lassen
State of California

ATTEST:

Clerk of the Board of Supervisors

By: __________________________________________
Deputy

Approved as to form:
Lassen County Counsel

By: __________________________________________
Lassen County Agreement

LASSEN RISK MANAGEMENT APPROVAL

By: __________________________________________
N/A

Page 13 of 13
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Consent - Public Works-22.

SUBJECT:
Skylark Lane PRD

DEPARTMENT: Public Works

Supervisorial District No.: All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Take the following actions regarding Parcel Map No. 15-004, Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division (PRD) (Palo Cedro area): (1) Receive the petition for formation and the petition for activation; (2) receive an affidavit verifying information contained in the petition; (3) receive the maintenance cost estimate; (4) receive the County Surveyor’s report on the boundary description (in the form of a map); (5) receive the Consent and Waiver to Assess Annual Parcel Charges; (6) receive the annual parcel charge report; (7) adopt a resolution which forms the PRD; and (8) adopt a resolution which confirms the annual parcel charge report for Fiscal Year 2018-19.

SUMMARY

A PRD is proposed to maintain an Emergency Fire Escape Road.

DISCUSSION

Parcel Map 15-004 is a 4-lot subdivision near Maynard Road in Palo Cedro. On October 13, 2016, the Planning Commission approved the tentative map. The developer was conditioned to provide secondary access. Skylark Lane Emergency Fire Escape Road serves an adjoining subdivision and could serve the proposed subdivision as well. The subject parcels should contribute to maintenance through a PRD. The proposed annual parcel charge is $230 per lot. Proposition 218 requires a public hearing and a vote of the affected property owners. The owner has executed a Consent and Waiver to Assess Annual Parcel Charge document.

ALTERNATIVES

The Board may decline to form and activate the PRD. The subject parcels would not contribute to maintenance.

OTHER AGENCY INVOLVEMENT

The conditions were recommended by the Shasta County Fire Warden and approved by the Planning Commission.
Counsel has approved the petitions, resolutions, and consent and waiver document as to form. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Maintenance funding will come from annual parcel charges. There is no General Fund Impact.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petition for Formation of PRD</td>
<td>11/21/2017</td>
<td>Petition for Formation of PRD</td>
</tr>
<tr>
<td>Petition for Activation of a PRD</td>
<td>11/16/2017</td>
<td>Petition for Activation of a PRD</td>
</tr>
<tr>
<td>Affidavit for Formation of PRD</td>
<td>11/16/2017</td>
<td>Affidavit for Formation of PRD</td>
</tr>
<tr>
<td>Maintenance Cost Estimate</td>
<td>11/16/2017</td>
<td>Maintenance Cost Estimate</td>
</tr>
<tr>
<td>Boundary Map</td>
<td>11/16/2017</td>
<td>Boundary Map</td>
</tr>
<tr>
<td>Consent and Waiver to Assess Annual Parcel Charge</td>
<td>11/16/2017</td>
<td>Consent and Waiver to Assess Annual Parcel Charge</td>
</tr>
<tr>
<td>Annual Parcel Report</td>
<td>11/16/2017</td>
<td>Annual Parcel Report</td>
</tr>
<tr>
<td>Resolution to Form PRD</td>
<td>11/16/2017</td>
<td>Resolution to Form PRD</td>
</tr>
<tr>
<td>Resolution to Form PRD - Exhibit A (Consent &amp; Waiver)</td>
<td>11/16/2017</td>
<td>Resolution to Form PRD - Exhibit A (Consent &amp; Waiver)</td>
</tr>
<tr>
<td>Resolution to Form PRD - Exhibit B (Map)</td>
<td>11/16/2017</td>
<td>Resolution to Form PRD - Exhibit B (Map)</td>
</tr>
<tr>
<td>Resolution Confirming the Annual Parcel Report</td>
<td>11/16/2017</td>
<td>Resolution Confirming the Annual Parcel Report</td>
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<tr>
<td>Resolution Confirming the Annual Parcel Report - Exhibit A (Consent &amp; Waiver)</td>
<td>11/16/2017</td>
<td>Resolution Confirming the Annual Parcel Report - Exhibit A (Consent &amp; Waiver)</td>
</tr>
</tbody>
</table>
TO: The Board of Supervisors, County of Shasta, State of California

The undersigned petitioners respectfully petition the above-entitled Board for the formation of a permanent road division pursuant to Article 3, Chapter 4, Division 2, of the Streets and Highway Code of the State of California, and respectfully show the Board:

I.
That the name of the proposed division is Skylark Lane Emergency Fire Escape Road No. 4.

II.
That the signatures hereunto affixed represent 100% of the landowners and 100% of the total assessed valuation within the hereinafter described boundaries of the proposed division.

III.
That the boundaries of the proposed division are as described in Exhibit "A" attached hereto.

IV.
That the number of acres within the boundaries of the proposed division is approximately 23.65 acres.

V.
That the assessed valuation of the said acreage within the boundaries of the said proposed division according to the last equalized assessment roll of the County of Shasta, State of California, is as follows: $497,066.00.

VI.
That the value of the improvements on real estate and of the personal property within the proposed division according to the last equalized assessment roll is as follows: $0.00.

VII.
That the total assessed value of acreage and improvements within the proposed division according to the last equalized assessment roll is as follows: $497,066.00.

VIII.
That the number of the dwellings within the boundaries of said proposed division, as nearly as can be ascertained, is as follows: 0.

IX.
That the location of the roadways which are desired to be permanently maintained is shown on the attached map as the following named roads: Skylark Lane Unpaved EFER.
<table>
<thead>
<tr>
<th>Last Name (Printed)</th>
<th>Signature</th>
<th>Mailing Address</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knott</td>
<td></td>
<td>2361 Club Ave Dr, Reno, CA 95761</td>
<td>10-31-17</td>
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</tbody>
</table>
LEGEND

1 PRD ASSESSMENT NUMBER

BOUNDARY

PORTION OF ROAD

MAINTAINED

EXHIBIT A

PERMANENT ROAD DIVISION

SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD NO. 4
PM 15-004

A PORTION OF THE W 1/2 OF SECTION 19,
T. 31 N., R. 3 W., M.D.M.,
UNINCORPORATED TERRITORY OF SHASTA COUNTY

DATE: 8/17 SCALE: NONE SHEET 1 OF 1
To: The Board of Supervisors, County of Shasta, State of California

Subject: Petition for Permanent Maintenance of Roads

We the undersigned, being at least 60% of the landowners within the Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division and at least 50% of the total assessed valuation within said division.

Do hereby petition and request the Board of Supervisors of the County of Shasta to levy annually a fee in the amount of $230.00 per parcel for all 4 parcels in the Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division for the permanent maintenance of the road lying within the division.

The assessment of the above parcel charge necessary to fund Permanent Road Division maintenance will be imposed only after proceedings are conducted in accordance with Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756 including, but not limited to notice, a public hearing, and an opportunity to protest the proposed assessment. Alternatively, the proposed assessment may be imposed if the all of the owner(s) of the affected property execute a “Consent and Waiver to Assess Annual Parcel Charge” which waives any and all entitlement to notice of hearing, a public hearing and the right to protest the assessment described above as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756.
AFFIDAVIT FOR FORMATION
OF PERMANENT ROAD DIVISION
Skylark Ln EFER #4

STATE OF CALIFORNIA )
COUNTY OF SHASTA ) ss.

I, Darrin Edward Book, being first duly sworn, deposes and says:
   I am over the age of eighteen years:
   I reside at 4744 Fort Peck St, Shasta Lake, Ca, 96019;
   I am not a signatory to the Petition for the Formation of a
   Permanent Road Division, which is attached hereto and is hereby
   incorporated herein and made a part hereof;
   I own no taxable property within the boundaries of the
   division specified in said petition; and
   On November 13, 2017 I compared each valuation specified in
   said petition with those set forth on the last equalized assessment
   roll of the County of Shasta, State of California; and
   The said valuations specified in such petition are complete
   and correct as noted on the petition, and that this represents at
   least 60% of the Landowners and at least 50% of the total assessed
   valuation within the proposed division.

Dated: November 15, 2017

[Signature] Darrin Book
SKYLARK LANE EFER PRD (PM 03-020, 08-022, PLA 15-024, & PM 15-004)  
PERMANENT ROAD DIVISION  
REVENUE NEEDS

1. PRD will need to be resurfaced in approximately 10 years.
   a. New surface in 10 years miles

<table>
<thead>
<tr>
<th>Installation</th>
<th>Paved surface (ft²)</th>
<th>Overlay (in)</th>
<th>Density of AC (lb/ft³)</th>
<th>AC tonnage</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>0.0</td>
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<td></td>
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</table>

   Therefore- $/ton x ft² x Overlay (in) x density (#/ft³)/(12 in/ft x 2,000 lb/ton)= $ -
   b. Annual cost for amortization of future AC surfacing=

   Use

2. Emergency Fire Escape Road will need resurfacing in approx. 10 years
   a. 3" of gravel in 10 years 0.11 miles long (600 LF)

<table>
<thead>
<tr>
<th>Installation</th>
<th>Graveled surface (ft²)</th>
<th>Graveled depth (in)</th>
<th>Cubic Yards</th>
<th>TONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 55</td>
<td>12,000</td>
<td>3</td>
<td>111.1</td>
<td>212</td>
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</table>

   *Unit cost for AB in 2015 PRD Contract for Silver Saddle

   Estates plus inflation from Aug 2015 to April 2016

   Therefore- $/yd³ x ft² x depth (in)/(27ft³/yd³ x 12 in/ft)= $ 11,660
   b. Annual cost for amortization of future road=

   Use $ 1,200

3. Annual maintenance fees from now until the roads are resurfaced are as follows:
   a. Patching $ -
   b. Grading of shoulders & ditches $ 300
   c. Culverts
   d. Snow removal, use $2,382/mile/yr Therefore $2,382x0.00miles = $ -
   e. Administration, Overhead & Liability Insurance (2 PRDs) $ 1,000
   f. Total annual cost for maintenance $ 1,300

PROPOSED FEES

combining 3 from PM 08-022, 3 from PM 03-020, 1 from PLA 15-024, & 4 from PM 15-004

Total number of Parcels: 11

Total annual cost: (1b) + (2b) + (3f) $ 2,500

Total annual cost/parcel: $ 2,500 / 11 $ 227.27

Use* $ 230.00
Skylark Lane Emergency Fire Escape Road (EFER) No. 4 Permanent Road Division
County of Shasta

Consent and Waiver to Assess Annual Parcel Charge

The undersigned represents, consents and waives as follows:

1. I am an owner or an authorized representative of an owner of the parcel of land identified as Assessor’s Parcel Number 058-430-026-000, County of Shasta (the “Subject Parcel”).

2. The Subject Parcel is identified in the County Surveyor’s report (a map) for the “Permanent Road Division, Skylark Lane Emergency Fire Escape Road No. 4.”

3. I am the owner or an authorized representative of an owner of all 4 lots assigned as PRD No. 1 through 4 of “Permanent Road Division, Skylark Lane Emergency Fire Escape No. 4.”

4. I acknowledge that the annual parcel charge per lot will be $230.00 to be assessed for the maintenance of the Skylark Lane EFER.

5. I hereby waive any and all entitlement to notice of hearing, a public hearing and the right to protest the assessment describe in paragraph 3. above, as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756.

Dated: 10-31-2017

[Signature]
Property Owner’s Signature

[Print Name]
Print Property Owner’s Name
<table>
<thead>
<tr>
<th>ASSESSOR'S PARCEL NO.</th>
<th>PROPERTY OWNER</th>
<th>PARCEL CHARGE</th>
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<tbody>
<tr>
<td>058-430-026</td>
<td>KNOTT FAMILY TRUST</td>
<td>230.00</td>
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<td>058-430-026</td>
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<td>230.00</td>
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<td></td>
<td>TOTAL CHARGES</td>
<td>920.00</td>
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RESOLUTION NO. 2017-

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
FORMING THE SKYLARK LANE
EMERGENCY FIRE ESECAPE ROAD (EFER) NO. 4
(PARCEL MAP 15-004)
PERMANENT ROAD DIVISION

WHEREAS, a petition by the owners of Parcel Map 15-004 was received by the Board of Supervisors on December 5, 2017, requesting the formation of the Skylark Lane EFER No. 4 Permanent Road Division; and

WHEREAS, said property owners have requested the formation of Skylark Lane EFER No. 4 Permanent Road Division to comply with conditions as set forth in the Shasta County Planning Commission Resolution No. 2016-028; and

WHEREAS, the property owner has executed the Consent and Waiver to Assess Annual Parcel Charge attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the County Surveyor has reported on the correct description of the boundaries of the proposed division by submitting the boundary map attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby declares the Skylark Lane EFER No. 4 Permanent Road Division to be formed within the boundaries as shown on the attached map pursuant to the provisions of the Streets and Highways Code § 1166.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECFUSE:  

DAVID A. KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California  

ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors  

By _______________________________  
Deputy  

Page 548 of 611
Exhibit A

Skylark Lane Emergency Fire Escape Road (EFER) No. 4 Permanent Road Division
County of Shasta

Consent and Waiver to Assess Annual Parcel Charge

The undersigned represents, consents and waives as follows:

1. I am an owner or an authorized representative of an owner of the parcel of land identified as Assessor’s Parcel Number 058-430-026-000, County of Shasta (the “Subject Parcel”).

2. The Subject Parcel is identified in the County Surveyor’s report (a map) for the “Permanent Road Division, Skylark Lane Emergency Fire Escape Road No. 4.”

3. I am the owner or an authorized representative of an owner of all 4 lots assigned as PRD No. 1 through 4 of “Permanent Road Division, Skylark Lane Emergency Fire Escape No. 4.”

4. I acknowledge that the annual parcel charge per lot will be $230.00 to be assessed for the maintenance of the Skylark Lane EFER.

5. I hereby waive any and all entitlement to notice of hearing, a public hearing and the right to protest the assessment describe in paragraph 3. above, as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756.

Dated: 10-31-2017

[Signature]

Property Owner’s Signature

[Print Name]

Print Property Owner’s Name
PERMANENT ROAD DIVISION
SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD NO.4
PM 15-004
A PORTION OF THE W 1/2 OF SECTION 19,
T. 31N., R. 3 W., M.D.M.,
UNINCORPORATED TERRITORY OF SHASTA COUNTY
DATE: 8/17 SCALE: NONE SHEET 1 OF 1
RESOLUTION NO. 2017-

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONFIRMING THE ANNUAL PARCEL REPORT FOR FY 2018-2019
FOR THE SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD (EFER) NO. 4
(PARCEL MAP NO. 15-004)
PERMANENT ROAD DIVISION

WHEREAS, on December 5, 2017, the Annual Parcel Report for Fiscal Year 2018-2019 for the Skylark Lane EFER No. 4 Permanent Road Division was filed with the Clerk of the Board of Supervisors pursuant to Shasta County Code § 3.20.020; and

WHEREAS, said report contains a description of each parcel of real property receiving service or benefit from the Skylark Lane EFER No. 4 Permanent Road Division Program and the amount of the charge for each parcel for this particular extended service; and

WHEREAS, the property owner has executed a Consent and Waiver to Assess Annual Parcel Charge attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the property owner has waived any and all entitlement to notice of a public hearing and the right to protest the annual parcel charge described in paragraph 4 of Exhibit A, as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756; and

WHEREAS, the property owner has consented to the imposition of the annual parcel charge.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Streets and Highways Code § 1179.5, the Annual Parcel Report for Fiscal Year 2018-2019 for the Skylark Lane EFER No. 4 Permanent Road Division, attached as Exhibit B, is hereby adopted without amendment.

BE IT FURTHER RESOLVED that the parcel charges set forth in said report shall appear as a separate item on the tax bill for the affected parcels and shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected.

DULY PASSED AND ADOPTED this 5th day of December, 2017 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECIUSE:

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ________________________ Deputy
Exhibit A

Skylark Lane Emergency Fire Escape Road (EFER) No. 4 Permanent Road Division
County of Shasta

Consent and Waiver to Assess Annual Parcel Charge

The undersigned represents, consents and waives as follows:

1. I am an owner or an authorized representative of an owner of the parcel of land identified
   as Assessor’s Parcel Number 058-430-026-000, County of Shasta (the “Subject Parcel”).

2. The Subject Parcel is identified in the County Surveyor’s report (a map) for the
   “Permanent Road Division, Skylark Lane Emergency Fire Escape Road No. 4.”

3. I am the owner or an authorized representative of an owner of all 4 lots assigned as PRD
   No. 1 through 4 of “Permanent Road Division, Skylark Lane Emergency Fire Escape No.
   4.”

4. I acknowledge that the annual parcel charge per lot will be $230.00 to be assessed for the
   maintenance of the Skylark Lane EFER.

5. I hereby waive any and all entitlement to notice of hearing, a public hearing and the right
   to protest the assessment describe in paragraph 3. above, as otherwise required by law
   with respect to the imposition of the annual parcel charge including, but not limited to,
   any and all rights pursuant to Article XIII C and D of the California Constitution and
   California Government Code sections 53750 through 53756.

Dated: 10 - 31 ________, 2017

[Signature]
Property Owner’s Signature

[Printed Name]
Print Property Owner’s Name
EXHIBIT B

ANNUAL PARCEL REPORT - FISCAL YEAR 2018-2019
SKYLARK LN E.F.E.R.
(FINAL)
December 5, 2017

ASSESSMENT CODE  50586

<table>
<thead>
<tr>
<th>ASSESSOR'S PARCEL NO.</th>
<th>PROPERTY OWNER</th>
<th>PARCEL CHARGE</th>
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<tbody>
<tr>
<td>058-430-026</td>
<td>KNOTT FAMILY TRUST</td>
<td>230.00</td>
</tr>
<tr>
<td>058-430-026</td>
<td>KNOTT FAMILY TRUST</td>
<td>230.00</td>
</tr>
<tr>
<td>058-430-026</td>
<td>KNOTT FAMILY TRUST</td>
<td>230.00</td>
</tr>
<tr>
<td>058-430-026</td>
<td>KNOTT FAMILY TRUST</td>
<td>230.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL CHARGES</td>
<td>920.00</td>
</tr>
</tbody>
</table>
RECOMMENDATION

Approve and authorize the purchase of two pickup trucks from Crown Motors of Redding, California for a total price of $74,067.28 (including tax and delivery).

SUMMARY

The purchase of vehicles for facilities maintenance use is proposed.

DISCUSSION

The Facilities Management Division of the Public Works Department maintains County buildings and facilities. Two pickup trucks have reached the end of their service life. Specifications were prepared. Crown Motors of Redding provided the lowest quote. They will provide both trucks, including all appurtenances, taxes and delivery costs for a total price of $74,067.28.

ALTERNATIVES

The Board may decline to purchase the new trucks. The existing vehicles would remain in service. Maintenance and reliability costs would likely accrue.

OTHER AGENCY INVOLVEMENT

County Purchasing has approved the purchases. The County Administrative Office have reviewed this recommendation.

FINANCING

Adequate funds to replace the vehicles are included in the Adopted FY 2017/18 Facilities Management Budget. There is no additional General Fund impact.
## ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crown Motors Quote</td>
<td>11/16/2017</td>
<td>Crown Motors Quote</td>
</tr>
<tr>
<td>Lithia Quote</td>
<td>11/16/2017</td>
<td>Lithia Quote</td>
</tr>
</tbody>
</table>
Fleet Proposal

10/31/2017

To: Shasta County Fleet
Attn: Buck Belflower

Re: Vehicle Quote  New 2018 Ford F-350 Regular Cab 2WD Chassis

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>New 2018 Ford F-350 Regular Cab 2WD Chassis Factory order 14-16 Weeks order to delivery Includes all requested options and Scelzi Service Body.</td>
<td>$34,495.00</td>
<td>$68,990.00</td>
</tr>
</tbody>
</table>

Exempt

Price For 2 F-350 Chassis
Quote good until 12/31/2018

Net Price  $68,990.00
Sales Tax  $5,001.78
License    $0.00
Doc Fee    $0.00
MCVS Fee   $58.00
Tire Tax   $17.50
Bid Amount $74,067.28
BID REQUEST

2—2017/2018 FORD F350 XL Cab & Chassis 145” regular cab -Met

- 6.2L V8 4X2 3.73 limited slip -Met
- Power equipment group -Met
- HD suspension package -Met
- Running boards -Met
- 18” all season tires -Met
- Trailer brake controller -Met
- 110 outlet -Met
- Sync -Met
- Mounted spare tire and jack -Met
- Backup alarm -Met
- Security package -Met
- Receiver hitch for service body trucks -Met
- Air conditioning -Met

With service body from attached file -Met. See attached
**Customer:** CROWN MOTORS  
**Address:** COUNTY OF SHASTA  
555 W. CYPRESS AVE.  
REDDING, CA 96001

**Date:** 02/08/17  
**Phone:** (530) 241-4321  
**Contact:** BILL DAWSON  
**Terms:** Net 10

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Vehicle Info</th>
<th>Type</th>
<th>VIM #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>CUSTTRUCK FORD F-350, REG CAB, SRW, GAS, WHITE, 60&quot;CA</td>
<td>Customer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Quantity** | **Part No / Description** | **Price** |

PAINT BODY WHITE  
REAR MOUNTED FUEL TANK

[QUOTE FOR (1) ORDER FOR (2)]

1 EA SB-108-79-49-38-VO  
SERVICE BODY SRW 60CA-108 LONG, 79 WIDE, 49 FLOOR WIDTH, 38 TALL VERTICAL OPEN TOP

1EA - ALL LIGHTS TO BE L.E.D.

1EA - SE101110 SPARE TIRE MOUNTED FORWARD SIDE OF DRIVER SIDE BACKWRAPPER

1 EA BUMPER  
6" DIAMOND PLATE STEP BUMPER - POWDER COATED GRAY

1EA - CLASS 4 RECEIVER HITCH WITHOUT INSERT

1EA - 7 PRONG RV TRAILER PLUG, #12707

1EA - RELOCATE CUSTOMERS BACK UP ALARM

1 EA LADDER RACK-FORKLIFT  
2" X 3" X .120 WALL - (POWDER COATED WHITE)

1 EA HWD FEE  
HAZARDOUS WASTE DISPOSAL FEE

1 EA WEIGHT CERTIFICATE  
WEIGHT CERTIFICATE OF COMPLETED UNIT

1 EA TRANSPORTATION  
ONE WAY TO REDDING, CA
Customer: CROWN MOTORS  
Address: COUNTY OF SHASTA  
555 W. CYPRESS AVE.  
REDDING, CA 96001

Date: 02/08/17  
Phone: (530) 241-4321  
Contact: BILL DAWSON  
Terms: Net 10/PO#  

<table>
<thead>
<tr>
<th>Make</th>
<th>Year</th>
<th>Model</th>
<th>Vehicle Info</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>FORD</td>
<td>2017</td>
<td>F-350</td>
<td>CUSTOM TRUCK, REG CAB, SRW, GAS, WHITE, 60&quot;CA</td>
<td>Customer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part No / Description</th>
<th>Price</th>
</tr>
</thead>
</table>

***NOTE: PRICE BASED ON "TWO UNITS", ONE SHIPMENT

CONTACT: BILL DAWSON  
530-241-4321

Disclaimer:

SCHELZ ENTERPRISES INC. DOES NOT GUARANTEE A PERFECT COLOR MATCH DUE TO INCONSISTENCIES IN FACTORY PAINTS AND PROCEDURES

REVISED AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THIS WORK AUTHORIZED BY: __________________________ DATE: ________________

Payment is due on completion of job if credit arrangements have not been made in advance.

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

ESTIMATE PREPARED BY: Villalobos, Nicole  
SALESMA: ROBERT DIAS

Page 559 of 611
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>F3E</td>
<td>Base Vehicle Price (F3E)</td>
<td>$33,440.00</td>
</tr>
<tr>
<td>630A</td>
<td>Order Code 630A</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
</tr>
<tr>
<td>996</td>
<td>Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)</td>
<td>Included</td>
</tr>
<tr>
<td>44P</td>
<td>Transmission: TorqShift 6-Speed Automatic (6R140)</td>
<td>Included</td>
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<tr>
<td>X3E</td>
<td>Electronic-Locking w/3.73 Axle Ratio</td>
<td>$380.00</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: TBD</td>
<td>Included</td>
</tr>
<tr>
<td>TCH</td>
<td>Tires: LT275/65Rx18E BSW AS</td>
<td>Included</td>
</tr>
<tr>
<td>64F</td>
<td>Wheels: 18&quot; Argent Painted Steel</td>
<td>Included</td>
</tr>
<tr>
<td>512</td>
<td>Spare Tire, Wheel &amp; Jack</td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>REQUIRED in Rhode Island.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Excludes carrier.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 2-Ton Mechanical Jack</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>HD Vinyl 40/20/40 Split Bench Seat</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes center armrest, cupholder, storage and driver’s side manual lumbar.</td>
<td></td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
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<tr>
<td>145WB</td>
<td>145&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>90L</td>
<td>Power Equipment Group</td>
<td>$915.00</td>
</tr>
</tbody>
</table>

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Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson  Date: 10/31/2017

Page 560 of 611
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>67H</td>
<td>Heavy-Service Front Suspension Package</td>
<td>$125.00</td>
</tr>
<tr>
<td>61J</td>
<td>2-Ton Mechanical Jack</td>
<td>Included</td>
</tr>
<tr>
<td>76Z</td>
<td>Advanced Security Pack</td>
<td>$60.00</td>
</tr>
<tr>
<td>67E</td>
<td>Extra Extra Heavy-Duty Alternator (240 Amp)</td>
<td>N/C</td>
</tr>
<tr>
<td>52B</td>
<td>Trailer Brake Controller</td>
<td>$270.00</td>
</tr>
<tr>
<td>18B</td>
<td>Platform Running Boards</td>
<td>$320.00</td>
</tr>
<tr>
<td>43C</td>
<td>110V/400W Outlet</td>
<td>$75.00</td>
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<tr>
<td>585_</td>
<td>Radio: AM/FM Stereo/Single-CD/MP3 Player (Fleet)</td>
<td>$275.00</td>
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<tr>
<td>91M_</td>
<td>SYNC Communication &amp; Entertainment System (Fleet)</td>
<td>$365.00</td>
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<tr>
<td>76C</td>
<td>Exterior Backup Alarm (Pre-Installed)</td>
<td>$140.00</td>
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### Emissions

<table>
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<th>Description</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>425</td>
<td>50-State Emissions System</td>
<td>STD</td>
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</table>

### Interior Colors

<table>
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<tr>
<th>Code</th>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS_04</td>
<td>Medium Earth Gray</td>
<td>N/C</td>
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</table>
## Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Primary Colors</strong></td>
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<tr>
<td>Z1_01</td>
<td>Oxford White</td>
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<tr>
<td></td>
<td><strong>SUBTOTAL</strong></td>
<td>$36,725.00</td>
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<tr>
<td></td>
<td>Destination Charge</td>
<td>$1,295.00</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td>$38,020.00</td>
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</table>

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Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson    Date: 10/31/2017
### Selected Equipment & Specs

#### Dimensions
- Exterior length: 230.7"
- Exterior width: 80.0"
- Wheelbase: 145.0"
- Rear track: 66.1"
- Min ground clearance: 8.6"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.
- Cab to axle: 60.0"
- Exterior height: 77.9"
- Front track: 68.3"
- Turning radius: 25.0'
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.

#### Powertrain
- 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- Recommended fuel: regular unleaded
- TorqShift 6 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A

#### Suspension/Handling
- Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
- Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Hydraulic power-assist recirculating ball Steering
- LT275/65SR18 EBSW AS front and rear tires

#### Body Exterior
- * 2 doors
- * Turn signal indicator in mirrors
- * Black bumpers
- * Trailer harness
- * Front and rear 18 x 8 wheels

#### Convenience
- * Manual air conditioning with air filter
- * Power front windows
- * Driver and passenger 1-touch up
- * Driver and passenger 1-touch down
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * Manual tilt steering wheel
- * 911 Assist emergency S.O.S
- * Day-night rearview mirror
- * AppLink smart device integration
- * 21st row LCD monitors
- * Wireless phone connectivity
- * Front cupholders
- * Passenger visor mirror
- * Driver and passenger door bins
- * Power front windows
- * Driver and passenger door bins

#### Seats and Trim
- * Seating capacity of 3
- * Front 40-20-40 split-bench seat
- * 4-way driver seat adjustment
- * Manual driver lumbar support
- * 4-way passenger seat adjustment
- * Centre front armrest with storage

#### Entertainment Features
- * AM/FM stereo radio with radio data system
- * Single CD player
- * MP3 decoder
- * Auxiliary audio input
- * SYNC external memory control
- * Steering wheel mounted radio controls

---

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Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson Date: 10/31/2017

Page 563 of 611
Selected Equipment & Specs (cont'd)

* 4 speakers
* Fixed antenna

Lighting, Visibility and Instrumentation
* Halogen aero-composite headlights
* Fully automatic headlights
* Light tinted windows
* Tachometer
* Compass
* Low tire pressure warning
* Trip odometer

Safety and Security
* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Remote activated perimeter/approach lighting
* Security system with SecuriLock immobilizer
* Manually adjustable front head restraints

* Wireless streaming
* Delay-off headlights
* Variable intermittent front windshield wipers
* Front reading lights
* Oil pressure gauge
* Outside temperature display
* Trip computer
* Brake assist with hill hold control
* Electronic stability control
* Dual front impact airbag supplemental restraint system with passenger cancel
* Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
* Power remote door locks with 2 stage unlock and panic alarm
* MyKey restricted driving mode

Dimensions

<table>
<thead>
<tr>
<th>General Weights</th>
<th></th>
<th>GVWR</th>
<th>10500 lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb</td>
<td>5815 lbs.</td>
<td>Rear GAWR</td>
<td>6780 lbs.</td>
</tr>
<tr>
<td>Front GAWR</td>
<td>4100 lbs.</td>
<td>Front curb weight</td>
<td>3334 lbs.</td>
</tr>
<tr>
<td>Payload</td>
<td>4870 lbs.</td>
<td>Front axle capacity</td>
<td>5250 lbs.</td>
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<tr>
<td>Rear curb weight</td>
<td>2481 lbs.</td>
<td>Front spring rating</td>
<td>4100 lbs.</td>
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<tr>
<td>Rear axle capacity</td>
<td>7280 lbs.</td>
<td>Front tire/wheel capacity</td>
<td>6830 lbs.</td>
</tr>
<tr>
<td>Rear spring rating</td>
<td>6780 lbs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear tire/wheel capacity</td>
<td>6830 lbs.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Trailering Type

| Harness                   | Yes      | Brake controller | Yes        |
| Trailers sway control     | Yes      |                |            |

General Trailering

| 5th-wheel towing capacity | 12900 lbs.| Towing capacity | 13000 lbs. |
| GCWR                     | 19500 lbs.|                |            |

Fuel Tank type

| Capacity                  | .40 gal. |                |            |

Off Road

Min ground clearance

9"  

Interior cargo

| Cargo volume              | 11.6 cu.ft.| Maximum cargo volume | 11.6 cu.ft. |

Rear Frame

| Height loaded             | 27"       | Height unloaded    | 32"        |

Powertrain

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Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson  Date: 10/31/2017

Page 564 of 611
### Selected Equipment & Specs (cont'd)

#### Engine Type
- **Block material**: Iron
- **Head material**: Aluminum
- **Injection**: Sequential MPI
- **Orientation**: Longitudinal
- **Valves per cylinder**: 2
- **Variable valve control**: Yes

#### Engine Spec
- **Bore**: 4.02"
- **Displacement**: 379 cu.in.

#### Engine Power
- SAEJ31349 AUG2004 compliant: Yes
- **Output**: 385 HP @ 5,750 RPM

#### Alternator
- **Type**: HD
- **Amps**: 240

#### Battery
- **Amp hours**: 72
- **Run down protection**: Yes

#### Transmission
- **Electronic control**: Yes
- **Overdrive**: Yes
- **Type**: Automatic

#### Transmission Gear Ratios
- **1st**: 3.974
- **2nd**: 2.318
- **3rd**: 1.516
- **4th**: 1.149
- **5th**: 0.858
- **6th**: 0.674
- **Reverse ratios**: 3.128

#### Transmission Torque Converter
- **Stall ratio**: 1.90

#### Transmission Extras
- **Driver selectable mode**: Yes
- **Oil cooler**: Regular duty

#### Drive Type
- **Type**: Rear-wheel

#### Drive Feature
- **Traction control**: ABS and driveline
- **Rear locking differential**: Driver selectable

#### Drive Axle
- **Ratio**: 3.73

#### Exhaust
- **Material**: Stainless steel
- **System type**: Single

#### Emissions
- **CARB**: Federal
- **EPA**: Tier 2 Bin 8

---

**Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.**

Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson Date: 10/31/2017

Page 565 of 611
## Selected Equipment & Specs (cont'd)

**Fuel type**: Gasoline

### Fuel Economy (Alternate 1)

**Fuel type**: E85

<table>
<thead>
<tr>
<th>Driveability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brakes</strong></td>
<td></td>
</tr>
<tr>
<td>ABS Type</td>
<td></td>
</tr>
<tr>
<td>4-wheel disc</td>
<td></td>
</tr>
<tr>
<td><strong>Brake Assistance</strong></td>
<td></td>
</tr>
<tr>
<td>Brake assist</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Suspension Control</strong></td>
<td></td>
</tr>
<tr>
<td>Ride</td>
<td>Firm</td>
</tr>
</tbody>
</table>

**Front Suspension**

- Independence: Twin I-Beam independent
- Anti-roll bar: Regular

**Front Spring**

- Type: Coil
- Grade: HD

**Front Shocks**

- Type: HD

**Rear Suspension**

- Independence: Rigid axle
- Anti-roll bar: Regular

**Rear Spring**

- Type: Leaf
- Grade: HD

**Rear Shocks**

- Type: HD

**Steering**

- Activation: Hydraulic power-assist
- Type: Re-circulating ball

**Steering Specs**

- # of wheels: 2

### Exterior

**Front Wheels**

- Diameter: 18" Width: 8.00"

**Rear Wheels**

- Diameter: 18" Width: 8.00"

**Spare Wheels**

- Wheel material: Steel

**Front and Rear Wheels**

- Appearance: Argent
- Material: Steel
- Covers: Hub

**Front Tires**

---

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*Prepared for: Buck Belflower, Shasta County Fleet*

*By: William Dawson  Date: 10/31/2017*

Page 566 of 611
### Selected Equipment & Specs (cont'd)

<table>
<thead>
<tr>
<th>Aspect</th>
<th>65</th>
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<tbody>
<tr>
<td>Sidewalls</td>
<td>BSW</td>
</tr>
<tr>
<td>Tread</td>
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</tr>
<tr>
<td>Width</td>
<td>275mm</td>
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<tr>
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<table>
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<tr>
<th>Rear Tires</th>
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<thead>
<tr>
<th>Spare Tire</th>
<th>Mount</th>
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<th>Type</th>
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<table>
<thead>
<tr>
<th>Wheels</th>
<th>Diameter</th>
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<tr>
<td></td>
<td>Speed</td>
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<td>Type</td>
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<tr>
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<table>
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<tr>
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<td>Speed</td>
<td>S</td>
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<td></td>
<td>Type</td>
<td>LT</td>
</tr>
<tr>
<td></td>
<td>LT load rating</td>
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<thead>
<tr>
<th>Wheels</th>
<th>Diameter</th>
<th>18&quot;</th>
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<tbody>
<tr>
<td>Front track</td>
<td>Speed</td>
<td>S</td>
</tr>
<tr>
<td>Turning radius</td>
<td></td>
<td>25.0'</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>145.0&quot;</td>
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| Body Features | | |
|---------------|----------------|
| Front license plate bracket | Yes |
| Side impact beams | Yes |

<table>
<thead>
<tr>
<th>Body Doors</th>
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<tr>
<td>Door count</td>
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<thead>
<tr>
<th>Exterior Dimensions</th>
<th></th>
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<tr>
<td>Length</td>
<td>230.7&quot;</td>
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<tr>
<td>Body height</td>
<td>77.9&quot;</td>
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<tr>
<td>Axle to end of frame</td>
<td>47.2&quot;</td>
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<tr>
<td>Frame yield strength (psi)</td>
<td>50000.0</td>
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<tr>
<td>Front bumper to Front axle</td>
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<tr>
<td>Front bumper to back of cab</td>
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<table>
<thead>
<tr>
<th>Safety</th>
</tr>
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<tr>
<td>Airbags</td>
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<tr>
<td>Driver front-impact</td>
</tr>
<tr>
<td>Overhead Safety Canopy System curtain 1st row</td>
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<tr>
<td>Passenger side-impact</td>
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<td>Passenger front-impact</td>
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<table>
<thead>
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<th>Seatbelt</th>
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<td>Height adjustable</td>
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<tr>
<td>Immobilizer</td>
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<td>Restricted driving mode</td>
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<td>Panic alarm</td>
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<tr>
<th>Seating</th>
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<td>Passenger Capacity</td>
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<tr>
<td>Capacity</td>
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<tr>
<th>Front Seats</th>
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<tbody>
<tr>
<td>Split</td>
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<tr>
<td>Type</td>
</tr>
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Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson  Date: 10/31/2017

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Selected Equipment & Specs (cont'd)

<table>
<thead>
<tr>
<th>Driver Seat</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fore/aft</td>
<td>Manual</td>
</tr>
<tr>
<td>Way direction control</td>
<td>4</td>
</tr>
<tr>
<td>Reclining</td>
<td>Manual</td>
</tr>
<tr>
<td>Lumbar support</td>
<td>Manual</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger seat</th>
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<tbody>
<tr>
<td>Fore/aft</td>
<td>Manual</td>
</tr>
<tr>
<td>Way direction control</td>
<td>4</td>
</tr>
<tr>
<td>Reclining</td>
<td>Manual</td>
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<table>
<thead>
<tr>
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<table>
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<tr>
<td>Centre</td>
<td>Yes</td>
</tr>
<tr>
<td>Storage</td>
<td>Yes</td>
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<table>
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<tr>
<th>Front Seat Trim</th>
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<tbody>
<tr>
<td>Material</td>
<td>Vinyl</td>
</tr>
<tr>
<td>Back material</td>
<td>Vinyl</td>
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<table>
<thead>
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</thead>
<tbody>
<tr>
<td>AC And Heat Type</td>
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</tr>
<tr>
<td>Air conditioning</td>
<td></td>
</tr>
<tr>
<td>CD location</td>
<td>In-dash</td>
</tr>
<tr>
<td>Auxiliary audio input</td>
<td>Yes</td>
</tr>
<tr>
<td>Radio data system</td>
<td>Yes</td>
</tr>
<tr>
<td>Seek-scan</td>
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</table>

<table>
<thead>
<tr>
<th>Audio System</th>
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<tbody>
<tr>
<td>CD location</td>
<td>In-dash</td>
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<tr>
<td>Auxiliary audio input</td>
<td>Yes</td>
</tr>
<tr>
<td>Radio data system</td>
<td>Yes</td>
</tr>
<tr>
<td>Seek-scan</td>
<td>Yes</td>
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</table>

<table>
<thead>
<tr>
<th>Audio Controls</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed sensitive volume</td>
<td>Yes</td>
</tr>
<tr>
<td>Voice activation</td>
<td>Yes</td>
</tr>
<tr>
<td>Steering wheel controls</td>
<td>Yes</td>
</tr>
<tr>
<td>Wireless streaming</td>
<td>Bluetooth yes</td>
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<table>
<thead>
<tr>
<th>Audio Antenna</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Type</td>
<td>Fixed</td>
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<tr>
<td>Wireless phone connectivity</td>
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<table>
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<th>LCD Monitors</th>
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<tbody>
<tr>
<td>1st row</td>
<td>2</td>
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<tr>
<td>Primary monitor size (inches)</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Retained accessory power</td>
<td>Yes</td>
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<tr>
<td>Emergency S.O.S</td>
<td>911 Assist</td>
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<tr>
<td>AC power outlet</td>
<td>1</td>
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<tr>
<td>Smart device integration</td>
<td>App link</td>
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<table>
<thead>
<tr>
<th>Door Lock Activation</th>
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<tbody>
<tr>
<td>Remote</td>
<td>Keyfob (all doors)</td>
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<tr>
<td>Integrated key/remote</td>
<td>Yes</td>
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<table>
<thead>
<tr>
<th>Instrumentation Type</th>
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</thead>
<tbody>
<tr>
<td>Display</td>
<td>Analog</td>
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<table>
<thead>
<tr>
<th>Instrumentation Gauges</th>
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<tbody>
<tr>
<td>Tachometer</td>
<td>Yes</td>
</tr>
<tr>
<td>Oil pressure</td>
<td>Yes</td>
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By: William Dawson  Date: 10/31/2017
<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>Yes</th>
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<tr>
<td>Engine temperature</td>
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<td></td>
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<tr>
<td>Engine hour meter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrumentation Warnings</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Oil pressure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Key</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Door ajar</td>
<td>Yes</td>
<td></td>
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<td>Brake fluid</td>
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<td>Instrumentation Displays</td>
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<tr>
<td>Instrumentation Feature</td>
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<td></td>
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<tr>
<td>Trip computer</td>
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<tr>
<td>Steering Wheel Type</td>
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<tr>
<td>Material</td>
<td>Urethane</td>
<td></td>
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<tr>
<td>Telescoping</td>
<td>Manual</td>
<td></td>
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<tr>
<td>Front Side Windows</td>
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<tr>
<td>Window 1st row activation</td>
<td>Power</td>
<td></td>
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<tr>
<td>Window Features</td>
<td></td>
<td></td>
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<tr>
<td>1-touch down</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tinted</td>
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<td></td>
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<tr>
<td>Driver and passenger Light</td>
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<td></td>
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<tr>
<td>1-touch up</td>
<td></td>
<td></td>
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<tr>
<td>Driver and passenger</td>
<td></td>
<td></td>
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<tr>
<td>Front Windshield</td>
<td></td>
<td></td>
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<tr>
<td>Wiper</td>
<td>Variable intermittent</td>
<td></td>
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<tr>
<td>Rear Windshield</td>
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<td></td>
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<td>Window</td>
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<tr>
<td>Interior</td>
<td></td>
<td></td>
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<tr>
<td>Passenger Visor</td>
<td></td>
<td></td>
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<tr>
<td>Mirror</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Rear View Mirror</td>
<td></td>
<td></td>
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<tr>
<td>Day-night</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Headliner</td>
<td></td>
<td></td>
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<tr>
<td>Coverage</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Material</td>
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<td>Floor Trim</td>
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<tr>
<td>Coverage</td>
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<td></td>
</tr>
<tr>
<td>Covering</td>
<td>Vinyl/rubber</td>
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<tr>
<td>Trim Feature</td>
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<td></td>
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<tr>
<td>Gear shift knob</td>
<td>Urethane</td>
<td></td>
</tr>
<tr>
<td>Interior accents</td>
<td>Chrome</td>
<td></td>
</tr>
<tr>
<td>Lighting</td>
<td></td>
<td></td>
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<tr>
<td>Dome light type</td>
<td>Fade</td>
<td></td>
</tr>
<tr>
<td>Illuminated entry</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Front reading</td>
<td></td>
<td></td>
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<tr>
<td>Variable IP lighting</td>
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<td></td>
</tr>
<tr>
<td>Storage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver door bin</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Glove box</td>
<td>Locking</td>
<td></td>
</tr>
<tr>
<td>Front Beverage holder(s)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Passenger door bin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.</td>
<td></td>
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<td>Prepared for: Buck Belflower, Shasta County Fleet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>By: William Dawson Date: 10/31/2017</td>
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### Selected Equipment & Specs (cont'd)

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<th>Specification</th>
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<tbody>
<tr>
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<tr>
<td>Dashboard Covered</td>
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</tr>
<tr>
<td>Legroom</td>
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</tr>
<tr>
<td>Front</td>
<td>43.9&quot;</td>
</tr>
<tr>
<td>Headroom</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>40.8&quot;</td>
</tr>
<tr>
<td>Hip Room</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>62.5&quot;</td>
</tr>
<tr>
<td>Shoulder Room</td>
<td></td>
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<tr>
<td>Front</td>
<td>66.7&quot;</td>
</tr>
<tr>
<td>Interior Volume</td>
<td></td>
</tr>
<tr>
<td>Passenger volume</td>
<td>64.6 cu.ft.</td>
</tr>
</tbody>
</table>

**2018 F-350 Chassis, SD Regular Cab**

4x2 SD Regular Cab 145" WB SRW XL(F3E)

Price Level: 815 Quote ID: SCP18F3E

---

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Prepared for: Buck Bellflower, Shasta County Fleet

By: William Dawson  Date: 10/31/2017
Warranty - Selected Equipment & Specs

<table>
<thead>
<tr>
<th>Warranty</th>
<th>Distance</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>36000 miles</td>
<td>36 months</td>
</tr>
<tr>
<td>Powertrain</td>
<td>60000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td>Corrosion Perforation</td>
<td>Unlimited miles</td>
<td>60 months</td>
</tr>
<tr>
<td>Roadside Assistance</td>
<td>60000 miles</td>
<td>60 months</td>
</tr>
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</table>

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Prepared for: Buck Belflower, Shasta County Fleet
By: William Dawson   Date: 10/31/2017
2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

PRICING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Base Price</td>
<td>$35,260.00</td>
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<tr>
<td>Total Options:</td>
<td>$755.00</td>
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<tr>
<td>Vehicle Subtotal</td>
<td>$36,015.00</td>
</tr>
<tr>
<td>Advert/Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,295.00</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$37,310.00</td>
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Price: $37,310.00

Service Body 78" -

$35,776.25

Tax 7 1/2% 2593 81

$38,370.56

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 515.0, Data updated 10/31/2017

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**2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W**

### SELECTED MODEL & OPTIONS

#### SELECTED MODEL - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>CC35903</td>
<td>2018 Chevrolet Silverado 3500HD 2WD Reg Cab 133.6&quot; Work Truck</td>
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#### SELECTED VEHICLE COLORS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Interior: Dark Ash with Jet Black Interior Accents</td>
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<tr>
<td></td>
<td>Exterior 1: Summit White</td>
</tr>
<tr>
<td></td>
<td>Exterior 2: No color has been selected.</td>
</tr>
</tbody>
</table>

#### SELECTED OPTIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>GVWR</td>
<td>JFI</td>
<td>GVWR, 10,400 LBS. (4717 KG) WITH SINGLE REAR WHEELS (STD) (Requires C35903 and (L96) Vortec 6.0L V8 SFI engine.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>BODY CODE</td>
<td>ZW9</td>
<td>PICKUP BOX, DELETE includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, spare tire delete, spare tire carrier delete and Tire Fill Alert delete. If equipped, deletes capless fuel fill, (Z02) trailering equipment, (A91) remote locking tailgate, (A60) locking tailgate, (PPA) EZ-Lift and Lower tailgate, (SAF) tire carrier lock and (JL1) trailer brake controller. (Requires a long box model C'359'3.) <em>CREDIT</em></td>
<td>-$955.00</td>
</tr>
<tr>
<td>EMISSIONS</td>
<td>YF5</td>
<td>EMISSIONS, CALIFORNIA STATE REQUIREMENTS</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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Customer File: November 07, 2017 1:01:14 PM
**Prepared For:**
Buck Belflower  
Shasta County Fleet Management  
1654 Court St  
Redding, CA 96001  
Phone: (530) 225-5174  
Email: bbelflower@co.shasta.ca.us  
Primary FAN: 817738  
Requested Quantity: 1

---

**Prepared By:**
Tom Lee  
Lithia Chevrolet  
200 East Cypress Ave.  
Redding, CA 96002  
Phone: (530) 226-2114  
Fax: (530) 221-4590  
Email: tlee@lithia.com

---

**2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W**

**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGINE</td>
<td>L96</td>
<td>ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (300 hp [223.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD) (Does not include E85 capability with (ZW6) pickup box delete.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>TRANSMISSION</td>
<td>MYD</td>
<td>TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>AXLE</td>
<td>GT4</td>
<td>REAR AXLE, 3.73 RATIO (Standard with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with gas engine with dual rear wheels.)</td>
<td>$100.00</td>
</tr>
<tr>
<td>PREFERRED EQUIPMENT GROUP</td>
<td>1WT</td>
<td>WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>WHEELS</td>
<td>PYT</td>
<td>WHEELS, 18&quot; (45.7 CM) PAINTED STEEL includes 18&quot; x 8&quot; (45.7 cm x 20.3 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (STD) (Requires single rear wheels, (QGM) LT265/70R18E all-terrain, blackwall tires or (QWF) LT265/70R18E all-season, blackwall tires.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>TIRES</td>
<td>QWF</td>
<td>TIRES, LT265/70R18E ALL-SEASON, BLACKWALL (STD) (Requires single rear wheels.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>SPARE TIRE</td>
<td></td>
<td>TIRE, SPARE LT265/70R18E ALL-SEASON, STANDARD REMOVED</td>
<td>INC</td>
</tr>
<tr>
<td>PAINT SCHEME</td>
<td>ZY1</td>
<td>PAINT, SOLID</td>
<td>$0.00</td>
</tr>
<tr>
<td>PAINT</td>
<td>GAZ</td>
<td>SUMMIT WHITE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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Customer File:

November 07, 2017 1:01:14 PM
### 2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEAT TYPE</td>
<td>AE7</td>
<td>SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>SEAT TRIM</td>
<td>H2Q</td>
<td>DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM</td>
<td>$0.00</td>
</tr>
<tr>
<td>RADIO</td>
<td>IOB</td>
<td>AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 7&quot; DIAGONAL COLOR TOUCH-SCREEN, AM/FM STEREO with seek-and-scan and digital clock, includes USB ports, auxiliary jack, Bluetooth streaming audio for music and most phones</td>
<td>$0.00</td>
</tr>
<tr>
<td>ADDITIONAL EQUIPMENT</td>
<td>PCR</td>
<td>WT FLEET CONVENIENCE PACKAGE includes (DPN) outside heated power-adjustable vertical trailer mirrors, (A91) remote locking tailgate and (AQQ) Remote Keyless Entry; Regular Cab also includes (A31) power windows (if (ZW9) pickup box delete is ordered (A91) remote locking tailgate will not be included.)</td>
<td>$965.00</td>
</tr>
<tr>
<td></td>
<td>KW5</td>
<td>ALTERNATOR, 220 AMPS (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>JL1</td>
<td>TRAILER BRAKE CONTROLLER, INTEGRATED (if (ZW9) pickup box delete or (9J4) rear bumper delete is ordered (JL1) trailer brake controller is deleted and available to order as a free flow option.)</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CAPPED FUEL FILL (Included and only available with (ZW9) pickup box delete or (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>9J4</td>
<td>WHEEL, 18&quot; X 8&quot; (45.7 CM X 20.3 CM) FULL-SIZE, STEEL SPARE, STANDARD REMOVED</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BUMPER, REAR, DELETE (Requires single rear wheels. Included with (ZW9) pickup box delete.) <em>CREDIT</em></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2018 Fleet/Non-Retail CC36903 2WD Reg Cab 133.6" Work Truck**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL EQUIPMENT</td>
<td>VXJ</td>
<td>LPO, ASSIST STEPS - 4&quot; CHROMED ROUND (dealer-installed) (Not available with (S6L) off-road assist steps, LPO, (RVS) 4&quot; round Black tubular assist steps, LPO or (VXH) 6&quot; rectangular chrome tubular assist steps, LPO.)</td>
<td>$585.00</td>
</tr>
<tr>
<td></td>
<td>DPN</td>
<td>MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL TRAILERING, UPPER GLASS, MANUAL-FOLDING AND EXTENDING, BLACK; includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available with (PCR) WT Fleet Convenience Package and includes (DD8) auto-dimming inside rearview mirror.)</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>VK3</td>
<td>LICENSE PLATE KIT, FRONT (will be shipped to orders with ship-to states that require front license plate)</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>A31</td>
<td>WINDOWS, POWER with driver express up and down and express down on all other windows (Standard on Crew Cab and Double Cab. On Regular Cab, Included and only available with (PCR) WT Fleet Convenience Package.)</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>AQQ</td>
<td>REMOTE KEYLESS ENTRY (Included and only available with (PCR) WT Fleet Convenience Package. Includes (A91) remote locking tailgate.)</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>DD8</td>
<td>MIRROR, INSIDE REARVIEW AUTO-DIMMING (Included and only available with (PCR) WT Fleet Convenience Package.)</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>R9Y</td>
<td>FLEET FREE MAINTENANCE CREDIT. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCD, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.)</td>
<td>-$90.00</td>
</tr>
</tbody>
</table>

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL EQUIPMENT</td>
<td>VQ2</td>
<td>FLEET PROCESSING OPTION</td>
<td>$0.00</td>
</tr>
<tr>
<td>SPECIAL EQUIPMENT OPTIONS</td>
<td>SFW</td>
<td>BACKUP ALARM CALIBRATION This calibration will allow installation of an aftermarket back up alarm. (Not available with SEO (8S3) back-up alarm or (UY2) trailer wiring provisions. Included with (ZW9) pickup box delete.)</td>
<td>INC</td>
</tr>
<tr>
<td>OPTIONS TOTAL</td>
<td></td>
<td></td>
<td>$755.00</td>
</tr>
</tbody>
</table>
2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

ENTERTAINMENT

- Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes USB ports, auxiliary jack, Bluetooth streaming audio for music and most phones
- 6-speaker audio system
- Bluetooth for phone personal cell phone connectivity to vehicle audio system

EXTERIOR

- Wheels, 18" (45.7 cm) painted steel includes 18" x 8" (45.7 cm x 20.3 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires single rear wheels, (QGM) LT265/70R18E all-terrain, blackwall tires or (QWF) LT265/70R18E all-season, blackwall tires.)
- Tires, LT265/70R18E all-season, blackwall (Requires single rear wheels.)
- Wheel, 18" x 8" (45.7 cm x 20.3 cm) full-size, steel spare. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires single rear wheels. Included with (E63) pickup box. Available to order when (ZW9) pickup box delete is ordered.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- Bumper, rear chrome with bumper CornerSteps
- CornerStep, rear bumper
- Grille surround, chrome
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical trailering, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with cupboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering wheel
- Steering column, manual Tilt-Wheel
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 6400 rpm, 380 lb-ft of torque [515.0 N·m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box
- GVWR, 10,400 lbs. (4717 kg) with single rear wheels (Requires C35903 and (L96) Vortec 6.0L V8 SFI engine.)
- Air cleaner, high-capacity
- Differential, heavy-duty locking rear
- Rear wheel drive
- Trailering equipment Trailering hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with Independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground. The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Will be deleted if (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Trailer brake controller, integrated (if (ZW9) pickup box delete or (9J4) rear bumper delete is ordered (JL1) trailer brake controller is deleted and available to order as a free flow option.)
- Recovery hooks, front, frame-mounted, black
- Frame, fully-boxed, hydroformed front section
- Chassis, single rear wheel
- Steering, Recirculating ball with smart flow power steering system

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Customer File:
2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

- Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors (Requires single rear wheels.)
- Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)
- Exhaust, aluminized stainless-steel muffler and tailpipe

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger, single stage (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side (Standard on Double Cab and Regular Cab models. Not available on Crew Cab models.)
- OnStar, delete also deletes driver information center compass.
- Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver.

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

**WEIGHT RATINGS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Gross Axle Weight Rating:</td>
<td>4,400.00</td>
</tr>
<tr>
<td>Rear Gross Axle Weight Rating:</td>
<td>7,050.00</td>
</tr>
<tr>
<td>Gross Vehicle Weight Rating:</td>
<td>10,400.00</td>
</tr>
</tbody>
</table>

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Customer File:
### TECHNICAL SPECIFICATIONS

#### POWERTRAIN - BASIC SPECIFICATIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>ENGINE</th>
<th></th>
<th>TRANSMISSION</th>
<th></th>
<th>MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Order Code</td>
<td>L96</td>
<td>Transmission order code</td>
<td>MYD</td>
<td>City EPA fuel economy estimate (MPG)</td>
</tr>
<tr>
<td>Engine Type</td>
<td>* Gas V8</td>
<td>Transmission Type Description</td>
<td>* 6-Speed Automatic</td>
<td>Hwy EPA fuel economy estimate (MPG)</td>
</tr>
<tr>
<td>Displacement</td>
<td>6.0L/366 CID</td>
<td>Drive Train</td>
<td>Rear Wheel Drive</td>
<td>City cruising range (mi)</td>
</tr>
<tr>
<td>SAE Net Horsepower @ RPM</td>
<td>* 322 @ 4400</td>
<td></td>
<td></td>
<td>Hwy cruising range (mi)</td>
</tr>
<tr>
<td>SAE Net Torque (lb ft) @ RPM</td>
<td>380 @ 4200</td>
<td></td>
<td>* Indicates equipment which is in addition to or replaces base model's standard equipment.</td>
<td></td>
</tr>
</tbody>
</table>
2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

**TECHNICAL SPECIFICATIONS**

**POWERTRAIN - ADVANCED SPECIFICATIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck**

### TRANSMISSION

<table>
<thead>
<tr>
<th>Gear Ratio (1)</th>
<th>Front</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Gear Ratio (1:1)</td>
<td>4.03</td>
<td></td>
</tr>
<tr>
<td>Second Gear Ratio (1:1)</td>
<td>2.36</td>
<td>3.73</td>
</tr>
<tr>
<td>Third Gear Ratio (1:1)</td>
<td>1.53</td>
<td></td>
</tr>
<tr>
<td>Fourth Gear Ratio (1:1)</td>
<td>1.15</td>
<td></td>
</tr>
<tr>
<td>Fifth Gear Ratio (1:1)</td>
<td>0.85</td>
<td></td>
</tr>
<tr>
<td>Sixth Gear Ratio (1:1)</td>
<td>0.67</td>
<td></td>
</tr>
<tr>
<td>Reverse Ratio (1:1)</td>
<td>3.06</td>
<td></td>
</tr>
</tbody>
</table>

- Clutch size (in)
- Power Take-Off

### TRANSFER CASE

- Transfer case model
- Gear Ratio (1:1)
- Transfer case high gear ratio
- Transfer case low gear ratio
- Transfer case power take off

### DIFFERENTIAL

- Axle Ratio (1:1)

<table>
<thead>
<tr>
<th></th>
<th>Front</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axle Ratio (1:1)</td>
<td></td>
<td>3.73</td>
</tr>
</tbody>
</table>

### ELECTRICAL

- Battery
  - Battery cold cranking Amps @ 0 F: 720.00
- Alternator
  - Alternator Amps: 220.00

### COOLING SYSTEM

- Cooling system capacity: - TBD -
- Engine oil cooler: Yes

*Indicates equipment which is in addition to or replaces base model's standard equipment.

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

**TECHNICAL SPECIFICATIONS**

**PAYLOAD/TRAILERING SPECIFICATIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck**

<table>
<thead>
<tr>
<th>WEIGHT INFORMATION</th>
<th>Front</th>
<th>Rear</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Axle Wt Rating (lbs)</td>
<td>4,400.00</td>
<td>7,050.00</td>
<td>5,985.00</td>
</tr>
<tr>
<td>Curb Weight (lbs)</td>
<td>3,238.00</td>
<td>2,747.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Option Weight (lbs)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>As Spec'd Curb Weight (lbs)</td>
<td>3,238.00</td>
<td>2,747.00</td>
<td>5,985.00</td>
</tr>
<tr>
<td>As spec'd payload (lbs)</td>
<td>3,238.00</td>
<td>2,747.00</td>
<td>6,415.00</td>
</tr>
<tr>
<td>Total Weight (lbs)</td>
<td>1,162.00</td>
<td>4,303.00</td>
<td>5,465.00</td>
</tr>
<tr>
<td>Reserve Axle Capacity (lbs)</td>
<td>1,162.00</td>
<td>4,303.00</td>
<td>5,465.00</td>
</tr>
<tr>
<td>Gross Vehicle Wt Rating (lbs)</td>
<td>1,162.00</td>
<td>4,303.00</td>
<td>5,465.00</td>
</tr>
<tr>
<td>Gross Combined Wt Rating (lbs)</td>
<td>1,162.00</td>
<td>4,303.00</td>
<td>5,465.00</td>
</tr>
</tbody>
</table>

**TRAILERING**

<table>
<thead>
<tr>
<th></th>
<th>Max Trailer Wt.</th>
<th>Max Tongue Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dead Weight Hitch (lbs)</td>
<td>* 5,000.00</td>
<td>* 500.00</td>
</tr>
<tr>
<td>Weight Distributing Hitch (lbs)</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Fifth Wheel Hitch (lbs)</td>
<td>*</td>
<td>*</td>
</tr>
</tbody>
</table>

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 515.0, Data updated 10/31/2017
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
# 2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

## TECHNICAL SPECIFICATIONS

### CHASSIS SPECIFICATIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

<table>
<thead>
<tr>
<th>SUSPENSION</th>
<th>Front</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Type</td>
<td>Independent</td>
<td>Multi-Leaf</td>
</tr>
<tr>
<td>Spring Capacity</td>
<td>4,400.00</td>
<td>7,050.00</td>
</tr>
<tr>
<td>Axle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Axle Type</td>
<td>Independent</td>
<td>Full-Floating</td>
</tr>
<tr>
<td>Axle Capacity</td>
<td>4,400.00</td>
<td>7,050.00</td>
</tr>
<tr>
<td>Shock Absorber Diameter (mm)</td>
<td>51.00</td>
<td>51.00</td>
</tr>
<tr>
<td>Stabilizer Bar Diameter (in)</td>
<td>1.31</td>
<td></td>
</tr>
</tbody>
</table>

### BRAKES

<table>
<thead>
<tr>
<th></th>
<th>Front</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brake type</td>
<td>Pwr</td>
<td></td>
</tr>
<tr>
<td>ABS System</td>
<td>4-Wheel</td>
<td></td>
</tr>
<tr>
<td>Disc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disc Rotor Diam x Thickness (in)</td>
<td>13.98 x - TBD -</td>
<td>14.7 x - TBD -</td>
</tr>
<tr>
<td>Drum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drum Diam x Width (in)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TIRES

<table>
<thead>
<tr>
<th></th>
<th>Front</th>
<th>Rear</th>
<th>Spare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tire Order Code</td>
<td>QWF</td>
<td>QWF</td>
<td></td>
</tr>
<tr>
<td>Tire Size</td>
<td>LT265/70R18E</td>
<td>LT265/70R18E</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>- TBD -</td>
<td>- TBD -</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Revolutions/Mile @ 45mph</td>
<td>- TBD -</td>
<td>- TBD -</td>
<td>- TBD -</td>
</tr>
</tbody>
</table>

### WHEELS

<table>
<thead>
<tr>
<th></th>
<th>Front</th>
<th>Rear</th>
<th>Spare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheel Size</td>
<td>18 x 8.0</td>
<td>18 x 8.0</td>
<td></td>
</tr>
<tr>
<td>Wheel Type</td>
<td>Steel</td>
<td>Steel</td>
<td></td>
</tr>
</tbody>
</table>

---

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GM AutoBook, Data Version: 515.0, Data updated 10/31/2017

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Customer File:

November 07, 2017 1:01:14 PM
### 2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

**TECHNICAL SPECIFICATIONS**

**CHASSIS SPECIFICATIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck**

<table>
<thead>
<tr>
<th><strong>STEERING</strong></th>
<th><strong>Pwr Recirculating Ball</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering type</td>
<td>Pwr Recirculating Ball</td>
</tr>
<tr>
<td>Ratio (1)</td>
<td>16.00</td>
</tr>
<tr>
<td>On Center</td>
<td>N/A</td>
</tr>
<tr>
<td>At Lock</td>
<td>N/A</td>
</tr>
<tr>
<td>Turning Diameter</td>
<td>45.90</td>
</tr>
<tr>
<td>Curb-to-Curb</td>
<td>N/A</td>
</tr>
<tr>
<td>Wall-to-Wall</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**FUEL TANK**

- **Main**
- **Auxiliary**

- **Capacity**
- **Location**

- **Capacity**
- **Location**

- **Capacity**
- **Location**

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Customer File:

November 07, 2017 1:01:14 PM
2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

**TECHNICAL SPECIFICATIONS**

### DIMENSIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

**EXTERIOR DIMENSIONS**

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheelbase (in)</td>
<td>133.60</td>
</tr>
<tr>
<td>Length, Overall w/o rear bumper (in)</td>
<td>224.40</td>
</tr>
<tr>
<td>Width, Max w/o mirrors (in)</td>
<td>80.12</td>
</tr>
<tr>
<td>Height, Overall (in)</td>
<td>77.83</td>
</tr>
<tr>
<td>Overhang</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Overhang, Front</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Front Bumper to Back of Cab (in)</td>
<td>117.10</td>
</tr>
<tr>
<td>Cab to Axle (in)</td>
<td>55.16</td>
</tr>
<tr>
<td>Cab to End of Frame (in)</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Ground to Top of Load Floor (in)</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Ground to Top of Frame (in)</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Frame Width, Rear (in)</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Ground Clearance</td>
<td>- TBD -</td>
</tr>
<tr>
<td>Ground Clearance, Front</td>
<td></td>
</tr>
<tr>
<td>Ground Clearance, Rear</td>
<td>8.42</td>
</tr>
</tbody>
</table>

**CARGO AREA DIMENSIONS**

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo Box Length @ Floor (in)</td>
<td></td>
</tr>
<tr>
<td>Cargo Box Width @ Top, Rear</td>
<td></td>
</tr>
<tr>
<td>Cargo Box Width @ Floor</td>
<td></td>
</tr>
<tr>
<td>Cargo Box Width @ Wheelhouses</td>
<td></td>
</tr>
<tr>
<td>Cargo Box (Area) Height (in)</td>
<td></td>
</tr>
<tr>
<td>Tailgate Width (in)</td>
<td></td>
</tr>
<tr>
<td>Cargo Volume (ft³)</td>
<td></td>
</tr>
<tr>
<td>Ext'd Cab Cargo Volume (ft³)</td>
<td></td>
</tr>
</tbody>
</table>

**INTERIOR DIMENSIONS**

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2018 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 133.6" W

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2018 Fleet/Non-Retail CC35903 2WD Reg Cab 133.6" Work Truck

INTERIOR DIMENSIONS

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seating Position</td>
<td>Front</td>
</tr>
<tr>
<td>Head Room (in)</td>
<td>42.80</td>
</tr>
<tr>
<td>Leg Room (in)</td>
<td>45.27</td>
</tr>
<tr>
<td>Shoulder Room (in)</td>
<td>66.03</td>
</tr>
<tr>
<td>Hip Room (in)</td>
<td>60.73</td>
</tr>
</tbody>
</table>

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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November 07, 2017 1:01:14 PM
Customer: LITHIA CHEVROLET OF REDDING
Address: 200 E CYPRESS AVE
REDDING, CA 96002

Date: 11/03/17
Phone: (530) 228-2114
Contact: TOM LEE
Terms: C.O.D.

<table>
<thead>
<tr>
<th>Make</th>
<th>Year</th>
<th>Model</th>
<th>Vehicle Info</th>
<th>Type</th>
<th>VIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUSTTRUCK</td>
<td>2018</td>
<td>CHEVY 3500, REG CAB, SRW, WHITE, 60&quot;CA</td>
<td></td>
<td>Customer</td>
<td></td>
</tr>
</tbody>
</table>

**PAINT BODY WHITE**

**REAR MOUNTED FUEL TANK**

DROP SHIP CODE: 139298

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part No / Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 EA</td>
<td>SB-108-79-49-38-VO</td>
<td>$7,760.00/EA</td>
</tr>
<tr>
<td></td>
<td>SERVICE BODY SRW 60CA-108 LONG, 79 WIDE, 49 FLOOR WIDTH, 38 TALL VERTICAL OPEN TOP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1EA - ALL LIGHTS TO BE L.E.D.</td>
<td></td>
</tr>
<tr>
<td>1 EA</td>
<td>BUMPER</td>
<td>$0.00/EA</td>
</tr>
<tr>
<td></td>
<td>6&quot; DIAMOND PLATE STEP BUMPER - POWDER COATED GRAY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1EA - CLASS 4 RECEIVER HITCH WITHOUT INSERT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1EA - 7 PRONG RV TRAILER PLUG, #12707</td>
<td></td>
</tr>
<tr>
<td>1 EA</td>
<td>LADDER RACK-FORKLIFT</td>
<td>$0.00/EA</td>
</tr>
<tr>
<td></td>
<td>2&quot; X 3&quot; X .120 WALL - (POWDER COATED WHITE)</td>
<td></td>
</tr>
<tr>
<td>1 EA</td>
<td>HWD FEE</td>
<td>$25.00/EA</td>
</tr>
<tr>
<td></td>
<td>HAZARDOUS WASTE DISPOSAL FEE</td>
<td></td>
</tr>
<tr>
<td>1 EA</td>
<td>WEIGHT CERTIFICATE</td>
<td>$28.00/EA</td>
</tr>
<tr>
<td></td>
<td>WEIGHT CERTIFICATE OF COMPLETED UNIT</td>
<td></td>
</tr>
<tr>
<td>1 EA</td>
<td>TRANSPORTATION</td>
<td>$0.00/EA</td>
</tr>
<tr>
<td></td>
<td>ONE WAY TO REDDING, CA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CONTACT:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOM LEE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>530-228-2114</td>
<td></td>
</tr>
</tbody>
</table>

CONTACT:
TOM LEE
530-228-2114
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<th>Model</th>
<th>Vehicle Info</th>
<th>Type</th>
<th>VIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td></td>
<td>CUSTTRUCK CHEVY 3500, REG CAB, SRW, WHITE, 80&quot;CA</td>
<td>Customer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Quantity** | **Part No / Description** | **Price** |

---

**Disclaimer:**  
SCEIZI ENTERPRISES INC. DOES NOT GUARANTEE A PERFECT COLOR MATCH DUE TO INCONSISTENCIES IN FACTORY PAINTS AND PROCEDURES

**Revisions after approval date are subject to additional charges.**

**Prices subject to change without notice.**

This work authorized by: ____________________________ Date: ____________

Prepared in full on completion of job if credit arrangements have not been made in advance.

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

**Total:** $7,813.00

**Estimate Prepared by:** Villalobos, Nicole  
**Salesman:** MIKE HEADLEY
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017
CATEGORY: Regular - General Government-6.

SUBJECT:
ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 733 THAT REPEALED ORDINANCE NO. 730 CONCERNING WATER USE RESTRICTIONS IN COUNTY SERVICE AREA NO. 3 – CASTELLA WATER

DEPARTMENT: County Counsel

Supervisorial District No.: All

DEPARTMENT CONTACT: Rubin E. Cruse, Jr., County Counsel, (530) 225-5711

STAFF REPORT APPROVED BY: Rubin E. Cruse, Jr., County Counsel

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Introduce and waive the reading of an ordinance which: (1) Repeals and replaces Ordinance No. 733 that had repealed Ordinance No. 730; and (2) repeals Ordinance No. 730 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 3-Castella Water, operative November 1, 2017, and includes a “Savings Clause.”

SUMMARY

N/A

DISCUSSION

On November 14, 2017, the Board of Supervisors adopted Ordinance No. 733. Ordinance No. 733 repealed Ordinance No. 730, which had previously established a water conservation program and water use restrictions for County Service Area No. 3 – Castella Water.

However, Ordinance No. 733 failed to expressly state the Board’s intent that the repeal of Ordinance No. 730 would not impact any action or prosecution or imposition of penalties associated with Ordinance No. 730 that were committed prior to November 1, 2017, the operative date of Ordinance No. 733. This is commonly referred to as a “Savings Clause.” The failure to include a “Savings Clause” was inadvertent.

Inclusion of the Savings Clause ensures that the County may enforce the imposition of penalties for violations of Ordinance No. 730 that were committed prior to its November 1, 2017 repeal date. The new ordinance contains the following “Savings Clause”:

"...The adoption of this ordinance shall not in any manner affect any action or prosecution for violations of Ordinance No.
730, which violations were committed prior to the operative date hereof, or be construed as a waiver of any fee, charge, penalty or fine required by or resulting from any such violations of Ordinance No. 730.

This provision is declaratory of the existing intent of the Board of Supervisors and the intent of the Board of Supervisors in previously adopting Ordinance No. 733...

**ALTERNATIVES**

The Board may decline to adopt the new ordinance and leave Ordinance No. 733 in its place.

**OTHER AGENCY INVOLVEMENT**

The Department of Public Works and the County Administrative Office have been advised of this proposed ordinance and agree with the proposed recommendation.

**FINANCING**

N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSA 3-Repeal Ord</td>
<td>11/17/2017</td>
<td>CSA 3-Repeal Ord</td>
</tr>
</tbody>
</table>
ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING ORDINANCE NO. 730 DECLARING A WATER SHORTAGE
EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM,
ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE
ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN COUNTY SERVICE AREA NO. 3-CASTELLA WATER AND REPEALING
ORDINANCE NO. 733

WHEREAS, on August 15, 2017, the Shasta County Board of Supervisors adopted
Ordinance No. 730 declaring a water shortage emergency and a necessity for a water conservation
program, adopting a water conservation program and finding that the actions are exempt from the
California Environmental Quality Act in County Service Area- No. 3-Castella Water; and

WHEREAS, the previous impending financial inability of County Service Area- No. 3-
Castella Water to provide potable water changed with the adoption of a water rate increase effective
November 2, 2017 and operative November 1, 2017; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act
(Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that
there is no possibility that it will have a significant effect on the environment pursuant to CEQA
Guidelines §15061(b)(3). This ordinance is also exempt pursuant to CEQA Guidelines 15301
(Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), and there are no unusual
circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on November 14, 2017, the Board of Supervisors adopted Ordinance No. 733
with the intent to repeal Ordinance No. 730, but Ordinance No. 733 failed to expressly state the
Board’s intent that the repeal of Ordinance No. 730 would not impact any action or prosecution or
imposition of penalties associated with Ordinance No. 730 that were committed prior to the
operative date of Ordinance No. 733.

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. Repeal

Ordinance Number 730 is hereby repealed in its entirety.

Ordinance Number 733 is hereby repealed in its entirety.

SECTION 2. Operative Date

This ordinance shall be operative November 1, 2017.
SECTION 3. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. Savings Clause

The adoption of this ordinance shall not in any manner affect any action or prosecution for violations of Ordinance No. 730, which violations were committed prior to the operative date hereof, or be construed as a waiver of any fee, charge, penalty or fine required by or resulting from any such violations of Ordinance No. 730.

This provision is declaratory of the existing intent of the Board of Supervisors and the intent of the Board of Supervisors in previously adopting Ordinance No. 733.

SECTION 5. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.).

SECTION 6. Effective Date

This ordinance shall take effect and be in full force and effect 30 days after passage. The Clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this ___ th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ________________________________

Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 5, 2017

SUBJECT:
ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 734 THAT REPEALED ORDINANCE NO. 719 CONCERNING WATER USE RESTRICTIONS IN COUNTY SERVICE AREA NO. 6 – JONES VALLEY

DEPARTMENT: County Counsel

Supervisorial District No. : All

DEPARTMENT CONTACT: Rubin E. Cruse, Jr., County Counsel, (530) 225-5711

STAFF REPORT APPROVED BY: Rubin E. Cruse, Jr., County Counsel

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
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<td>No General Fund Impact</td>
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</tbody>
</table>

RECOMMENDATION

Introduce and waive the reading of an ordinance which: (1) Repeals and replaces Ordinance No. 734 that had repealed Ordinance No. 719; and (2) repeals Ordinance No. 719 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act (CEQA) in County Service Area No. 6-Jones Valley, operative November 1, 2017, and includes a “Savings Clause.”

SUMMARY

N/A

DISCUSSION

On November 14, 2017, the Board of Supervisors adopted Ordinance No. 734. Ordinance No. 734 repealed Ordinance No. 719, which had previously established a water conservation program and water use restrictions for County Service Area No. 6 – Jones Valley.

However, Ordinance No. 734 failed to expressly state the Board’s intent that the repeal of Ordinance No. 719 would not impact any action or prosecution or imposition of penalties associated with Ordinance No. 719 that were committed prior to November 1, 2017, the operative date of Ordinance No. 734. This is commonly referred to as a “Savings Clause.” The failure to include a “Savings Clause” was inadvertent.

Inclusion of the Savings Clause ensures that the County may enforce the imposition of penalties for violations of Ordinance No. 719 that were committed prior to its November 1, 2017 repeal date.

The new ordinance contains the following “Savings Clause”:
"...The adoption of this ordinance shall not in any manner affect any action or prosecution for violations of Ordinance No. 719, which violations were committed prior to the operative date hereof, or be construed as a waiver of any fee, charge, penalty or fine required by or resulting from any such violations of Ordinance No. 719.

This provision is declaratory of the existing intent of the Board of Supervisors and the intent of the Board of Supervisors in previously adopting Ordinance No. 734..."

**ALTERNATIVES**

The Board may decline to adopt the new ordinance and leave Ordinance No. 734 in its place.

**OTHER AGENCY INVOLVEMENT**

The Department of Public Works and the County Administrative Office have been advised of this proposed ordinance and agree with the proposed recommendation.

**FINANCING**

N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSA 6 Repeal Ord</td>
<td>11/17/2017</td>
<td>CSA 6 Repeal Ord</td>
</tr>
</tbody>
</table>
ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING ORDINANCE NO. 719 DECLARING A WATER SHORTAGE
EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM,
ADOPTING A WATER CONSERVATION PROGRAM AND FINDING THAT THE
ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN COUNTY SERVICE AREA NO. 6-JONES VALLEY WATER AND REPEALING
ORDINANCE NO. 734

WHEREAS, on June 27, 2017, the Shasta County Board of Supervisors adopted
Ordinance No. 719 declaring a water shortage emergency and a necessity for a water conservation
program, adopting a water conservation program and finding that the actions are exempt from the
California Environmental Quality Act in County Service Area- No. 6-Jones Valley Water; and

WHEREAS, the previously impending financial inability of County Service Area –No. 6 –
Jones Valley Water to provide potable water changed with the adoption of a water rate increase
effective November 2, 2017 and operative November 1, 2017, and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act
(Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that
there is no possibility that it will have a significant effect on the environment pursuant to CEQA
Guidelines §15061(b)(3). This ordinance is also exempt pursuant to CEQA Guidelines 15301
(Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), and there are no unusual
circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on November 14, 2017, the Board of Supervisors adopted Ordinance No. 734
with the intent to repeal Ordinance No. 719, but Ordinance No. 734 failed to expressly state the
Board’s intent that the repeal of Ordinance No. 719 would not impact any action or prosecution or
imposition of penalties associated with Ordinance No. 719 that were committed prior to the
operative date of Ordinance No. 734.

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. Repeal

Ordinance Number 719 is hereby repealed in its entirety.

Ordinance Number 734 is hereby repealed in its entirety.

SECTION 2. Operative Date

This ordinance shall be operative November 1, 2017.
SECTION 3. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. Savings Clause

The adoption of this ordinance shall not in any manner affect any action or prosecution for violations of Ordinance No. 719, which violations were committed prior to the operative date hereof, or be construed as a waiver of any fee, charge, penalty or fine required by or resulting from any such violations of Ordinance No. 719.

This provision is declaratory of the existing intent of the Board of Supervisors and the intent of the Board of Supervisors in previously adopting Ordinance No. 734.

SECTION 5. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.).

SECTION 6. Effective Date

This ordinance shall take effect and be in full force and effect 30 days after passage. The Clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this ___th day of December, 2017 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

______________________________
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California
Ordinance No.
December ___, 2017
Page 3 of 3

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ________________________________

Deputy
RECOMMENDATION

Receive a written report regarding the status of the Shasta County Public Facility Impact Fees Implemented on July 1, 2008.

SUMMARY

N/A

DISCUSSION

On May 6, 2008, Shasta County adopted the proposed public facilities impact fees by County ordinance, #665, as set forth in the Impact Fee Study (IFS). These impact fees were implemented on July 1, 2008, and phased in over three years as an addition to the Building Permit process at the Department of Resource Management. State Government Code 66006(b)(1) requires an annual report be made detailing the following:

(A) Description of the type of fee in the account or fund.
(B) The amount of the fee.
(C) The beginning and ending balance of the account or fund.
(D) The amount of the fees collected and the interest earned.
(E) Identify each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
(F) Identify the approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
(G) Describe each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid.
(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

The report will show the fees collected for the period ending June 30, 2017, as well as the fee schedules. The report will also detail the funds utilized for Public Improvements such as the Juvenile Rehabilitation Facility interfund transfer. There have been no refunds done in which these fees have been expended, therefore section H of Government Code 66006(b)(1) will not be described in this report.

**ALTERNATIVES**

The board may ask for additional information.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FINANCING**

There are no financing issues with this recommendation.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT</td>
<td>11/15/2017</td>
<td>REPORT</td>
</tr>
</tbody>
</table>
SHASTA COUNTY
FY 2016/17 PUBLIC FACILITIES IMPACT FEE REPORT

October 1, 2017
FY 2016/17 PUBLIC FACILITIES IMPACT FEE UPDATE

In this report the public facilities impact fees for Shasta County are the current costs for expanding public facilities for the following fee categories:

- Public Protection
- Public Health
- Library
- Sheriff Patrol and Investigation
- General Government
- Animal Control
- Fire Protection
- Traffic
- City of Redding Parks (not in effect at this time)

INTRODUCTION

In March 2008, Muni Financial submitted a proposed Public Impact Fee Study to Shasta County and the City of Redding. On May 6, 2008, Shasta County adopted the proposed public facilities impact fees by County Ordinance No. 665 as set forth in the Impact Fee Study (IFS).

The descriptions of the types of fees in the account category are as follows:

Public Protection – This fee is to generate revenue for public protection facilities needed to serve new development. Public Protection facilities serve both residents and businesses within both incorporated and unincorporated portions of the County. Therefore, fees coupled with public protection are based on the County’s service population including residents and workers.

Public Health – This fee is to generate revenue to support the public health facilities needed to serve new development. Residents are the primary users of public health services. Nonresidential development does not tend to increase demand for public health services; therefore, the fee for public health facilities is based on residential population and excludes workers.

Library – This fee is to generate revenue to support the library books and technology facilities needed to serve new development. Residents are the primary users of libraries; therefore, the fees are based on the residential population and excludes workers.

Sheriff Patrol and Investigation – This fee is to generate revenue to support the sheriff patrol and investigation facilities needed to serve new development. Residents and businesses in the unincorporated portions of Shasta County benefit from law enforcement services provided by the Sheriff’s Office; therefore, the fee is based on the County’s collective unincorporated residential and worker populations.

General Government – This fee is to generate revenue to support the general government facilities needed to serve new development. General government facilities serve both residents and business in both the incorporated and unincorporated portions of the County; therefore, this
fee is based on services to both residents and workers within both the incorporated and unincorporated areas of the County.

Animal Control – This fee is to generate revenue to support the animal control facilities needed to serve new development. Residents are the primary users of animal control facilities; therefore, this fee is based on residential population for the unincorporated area of the County.

Fire Protection – This fee is to generate revenue to support fire protection facilities needed to serve new development in the County Fire Department service area. Residents and business are served by this facility in some unincorporated areas of the County; therefore, this fee is based on the service populations that include residents and workers. This fee applies only within the service area of the Shasta County Fire Department.

Traffic – This fee is to generate revenue to support improvements to the regional transportation system needed to serve new development. Residents and business are both served by the regional transportation system; therefore, this fee is based on new trip demand for the project for residential and business. These fees apply only to the South County Region (described in IFS section 12, exhibit 2).

City of Redding Parks – This fee shall not take legal effect until the County of Shasta and the City of Redding enter into an agreement regarding the use of these fees, and the County Board declares that the fee has taken effect. This fee is to generate revenue to support the County resident’s share of planned improvements to these region-serving parks attributed to new development in unincorporated areas. Residents are the primary uses of the parkland; therefore the demand for parks and facilities is based on residential population and excludes workers. When in effect, these fees apply only to the South Central Region (described in IFS section 12, exhibit 2).

<table>
<thead>
<tr>
<th>FEE USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The fees shall be solely used (1) for the purposes described in the IFS; (2) for reimbursing the County for the development’s fair share of those capital improvements already constructed by the County; (3) for reimbursing developers who have constructed public facilities described in the IFS or other facility master plans adopted from time to time by the Board; or (4) inter-account loans as permitted by the Mitigation Fee Act (Government Code, section 66000, et seq.).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IMPACT FEE TABLE (BASE FEE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The development impact fees are imposed in the amounts listed in the Impact Fee Table below. On July 1, 2008, the fees were 34% of the fees listed on the Impact Fee Table. On July 1, 2009, the fees were 67% of the fees listed on the Impact Fee Table plus the Building Cost Index (BCI) Engineering News Review (ENR) index. On July 1, 2010, the fees were 100% of the fees listed on the Impact Fee Table plus the BCI ENR index.</td>
</tr>
</tbody>
</table>
As of July 1, 2011, all yearly increases/decreases will be based on the BCI ENR index.

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Land Use Type</th>
<th>Fee (Base Year 2007)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Protection</td>
<td>Single-Family Unit</td>
<td>$1,646.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$1,577.00</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>$335.00</td>
</tr>
<tr>
<td></td>
<td>Office</td>
<td>$255.00</td>
</tr>
<tr>
<td></td>
<td>Industrial</td>
<td>$151.00</td>
</tr>
<tr>
<td>Public Health</td>
<td>Single-Family Unit</td>
<td>$749.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$717.00</td>
</tr>
<tr>
<td>Library</td>
<td>Single-Family Unit</td>
<td>$133.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$126.00</td>
</tr>
<tr>
<td>Sheriff Patrol and Investigation</td>
<td>Single-Family Unit</td>
<td>$789.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$756.00</td>
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<tr>
<td></td>
<td>Commercial</td>
<td>$161.00</td>
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<tr>
<td></td>
<td>Office</td>
<td>$122.00</td>
</tr>
<tr>
<td></td>
<td>Industrial</td>
<td>$72.00</td>
</tr>
<tr>
<td>General Government</td>
<td>Single-Family Unit</td>
<td>$1,165.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$1,116.00</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>$237.00</td>
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<tr>
<td></td>
<td>Office</td>
<td>$181.00</td>
</tr>
<tr>
<td></td>
<td>Industrial</td>
<td>$107.00</td>
</tr>
<tr>
<td>Animal Control</td>
<td>Single-Family Unit</td>
<td>$219.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$210.00</td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Single-Family Unit</td>
<td>$1,459.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$1,397.00</td>
</tr>
<tr>
<td></td>
<td>Retail</td>
<td>$854.00</td>
</tr>
<tr>
<td></td>
<td>Office</td>
<td>$650.00</td>
</tr>
<tr>
<td></td>
<td>Industrial</td>
<td>$386.00</td>
</tr>
<tr>
<td>Traffic</td>
<td>Single-Family Unit</td>
<td>$1,049.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$646.00</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>$1,441.00</td>
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<td>Office</td>
<td>$1,703.00</td>
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<td></td>
<td>Industrial</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>City of Redding Parks</td>
<td>Single-Family Unit</td>
<td>$561.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Unit</td>
<td>$538.00</td>
</tr>
</tbody>
</table>

**CHANGES IN FACILITY IMPACT FEE COSTS**

During the first year, FY 2008/09, 34% of the fee shown in the Impact Fee Table was collected. During the second year, FY 2009/10, only 67% of the fee shown in the Impact Fee Table plus a 6.4% BCI ENR index was collected. During the third year, FY 2010/11, 100% of the fee shown in the Impact Fee Table was collected plus a -0.83% BCI ENR index. The fourth year, FY 2011/12, and thereafter, the fees are calculated using the prior year fiscal year end and increased or decreased based on the BCI ENR Index. In the table below, using the above method FY 2011/12 was based on the June 30, 2011, fees listed on the Impact Fee Table and increased by
3.6% BCI ENR index. FY 2012/13 was based on the June 30, 2012, fees listed in the Impact Fee Table and increased by 2.9% BCI ENR index. FY 2013/14 was based on the June 30, 2013, fees listed in the Impact Fee Table and increased by 1.9% BCI ENR index. FY 2014/15 was based on the June 30, 2014 fees listed in the Impact Fee Table and increased by 2.2% BCI ENR index. FY 2015/16 was based on the June 30, 2015 fees listed in the Impact Fee Table and increased by 2.7% BCI ENR index. FY 2016/17 was based on the June 30, 2016 fees listed in the Impact Fee Table and increased by 1.5% BCI ENR index. All nine of these tables are shown below.

### Impact Fee Schedule
**July 1, 2008 - June 30, 2009**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$1,598.34</td>
<td>$1,530.68</td>
<td>$249.22</td>
<td>$179.52</td>
<td>$112.20</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$2,094.40</td>
<td>$2,005.66</td>
<td>$539.58</td>
<td>$400.52</td>
<td>$243.44</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$1,955.00</td>
<td>$1,750.32</td>
<td>$739.16</td>
<td>$758.52</td>
<td>$510.00</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$2,451.06</td>
<td>$2,225.30</td>
<td>$1,029.52</td>
<td>$979.54</td>
<td>$641.24</td>
</tr>
</tbody>
</table>

### Impact Fee Schedule
**July 1, 2009 - June 30, 2010**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$3,351.25</td>
<td>$3,209.39</td>
<td>$522.54</td>
<td>$376.40</td>
<td>$235.25</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$4,391.34</td>
<td>$4,205.28</td>
<td>$1,131.34</td>
<td>$839.77</td>
<td>$510.42</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$4,099.06</td>
<td>$3,669.91</td>
<td>$1,549.80</td>
<td>$1,590.44</td>
<td>$1,069.32</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$5,139.15</td>
<td>$4,665.80</td>
<td>$2,158.60</td>
<td>$2,053.81</td>
<td>$1,344.49</td>
</tr>
</tbody>
</table>

### Impact Fee Schedule
**July 1, 2010 - June 30, 2011**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$4,960.35</td>
<td>$4,750.37</td>
<td>$773.44</td>
<td>$557.13</td>
<td>$348.21</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$6,499.84</td>
<td>$6,224.44</td>
<td>$1,674.55</td>
<td>$1,242.99</td>
<td>$755.50</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$6,067.22</td>
<td>$5,432.01</td>
<td>$2,293.94</td>
<td>$2,354.08</td>
<td>$1,582.75</td>
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<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$7,606.71</td>
<td>$6,906.08</td>
<td>$3,195.05</td>
<td>$3,039.94</td>
<td>$1,990.05</td>
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</table>

### Impact Fee Schedule
**July 1, 2011 - June 30, 2012**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,138.92</td>
<td>$4,921.38</td>
<td>$801.28</td>
<td>$577.19</td>
<td>$360.74</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$6,733.83</td>
<td>$6,448.52</td>
<td>$1,734.84</td>
<td>$1,287.74</td>
<td>$782.70</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$6,285.64</td>
<td>$5,627.56</td>
<td>$2,376.52</td>
<td>$2,438.83</td>
<td>$1,639.73</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$7,880.55</td>
<td>$7,154.70</td>
<td>$3,310.07</td>
<td>$3,149.38</td>
<td>$2,061.69</td>
</tr>
</tbody>
</table>
### Impact Fee Schedule

**July 1, 2012 - June 30, 2013**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,287.95</td>
<td>$5,064.10</td>
<td>$824.52</td>
<td>$593.92</td>
<td>$371.20</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$6,929.12</td>
<td>$6,635.53</td>
<td>$1,785.15</td>
<td>$1,325.08</td>
<td>$805.40</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$6,467.92</td>
<td>$5,790.76</td>
<td>$2,445.44</td>
<td>$2,509.55</td>
<td>$1,687.28</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$8,109.09</td>
<td>$7,362.18</td>
<td>$3,406.07</td>
<td>$3,240.71</td>
<td>$2,121.48</td>
</tr>
</tbody>
</table>

### Impact Fee Schedule

**July 1, 2013 - June 30, 2014**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,388.42</td>
<td>$5,160.32</td>
<td>$840.19</td>
<td>$605.20</td>
<td>$378.25</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$7,060.77</td>
<td>$6,761.61</td>
<td>$1,819.07</td>
<td>$1,350.26</td>
<td>$820.70</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$6,590.81</td>
<td>$5,900.78</td>
<td>$2,491.90</td>
<td>$2,557.23</td>
<td>$1,719.34</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$8,263.16</td>
<td>$7,502.06</td>
<td>$3,470.79</td>
<td>$3,302.28</td>
<td>$2,161.79</td>
</tr>
</tbody>
</table>

### Impact Fee Schedule

**July 1, 2014 - June 30, 2015**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,506.97</td>
<td>$5,273.85</td>
<td>$858.67</td>
<td>$618.51</td>
<td>$386.57</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$7,216.11</td>
<td>$6,910.37</td>
<td>$1,859.09</td>
<td>$1,379.97</td>
<td>$838.76</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$6,735.81</td>
<td>$6,030.60</td>
<td>$2,546.72</td>
<td>$2,613.49</td>
<td>$1,757.17</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$8,444.95</td>
<td>$7,667.11</td>
<td>$3,547.15</td>
<td>$3,374.93</td>
<td>$2,209.35</td>
</tr>
</tbody>
</table>

### Impact Fee Schedule

**July 1, 2015 - June 30, 2016**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,655.66</td>
<td>$5,416.24</td>
<td>$881.85</td>
<td>$635.21</td>
<td>$397.01</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$7,410.94</td>
<td>$7,096.94</td>
<td>$1,909.29</td>
<td>$1,417.22</td>
<td>$861.40</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$6,917.68</td>
<td>$6,193.42</td>
<td>$2,615.48</td>
<td>$2,684.04</td>
<td>$1,804.61</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$8,672.96</td>
<td>$7,874.12</td>
<td>$3,642.92</td>
<td>$3,466.05</td>
<td>$2,269.00</td>
</tr>
</tbody>
</table>

### Impact Fee Schedule

**July 1, 2016 - June 30, 2017**

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,740.49</td>
<td>$5,497.48</td>
<td>$895.09</td>
<td>$644.72</td>
<td>$402.97</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$7,522.09</td>
<td>$7,203.39</td>
<td>$1,937.96</td>
<td>$1,438.47</td>
<td>$874.33</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$7,021.43</td>
<td>$6,286.32</td>
<td>$2,654.72</td>
<td>$2,724.28</td>
<td>$1,831.68</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$8,803.03</td>
<td>$7,992.23</td>
<td>$3,697.59</td>
<td>$3,518.03</td>
<td>$2,303.04</td>
</tr>
</tbody>
</table>
In the table below you will find the current cost of impact fees associated with development for the Fiscal Year ending June 30, 2018. This fee is calculated using the June 30, 2017, fees listed on the Impact Fee Table above with an increase of 2.9% based on the BCI ENR index.

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Single-Family</th>
<th>Multi-Family per unit</th>
<th>Commercial p/1000 S.F.</th>
<th>Office p/1000 S.F.</th>
<th>Industrial p/1000 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Fee</td>
<td>$5,906.97</td>
<td>$5,656.91</td>
<td>$921.04</td>
<td>$663.42</td>
<td>$414.66</td>
</tr>
<tr>
<td>Main Fee + Fire</td>
<td>$7,740.24</td>
<td>$7,412.29</td>
<td>$1,994.15</td>
<td>$1,480.19</td>
<td>$899.69</td>
</tr>
<tr>
<td>Main Fee + Traffic</td>
<td>$7,225.06</td>
<td>$6,468.63</td>
<td>$2,731.70</td>
<td>$2,803.29</td>
<td>$1,884.80</td>
</tr>
<tr>
<td>Main Fee + Fire + Traffic</td>
<td>$9,058.33</td>
<td>$8,224.01</td>
<td>$3,804.81</td>
<td>$3,620.06</td>
<td>$2,369.83</td>
</tr>
</tbody>
</table>

- Main fee is anywhere in the unincorporated area of the County.
- Fire Fee is added when the project is in County Fire Area, not in a local district.
- Traffic fee is added when the project is located in the County SCR Area.

**FY 2016/17 FACILITY IMPACT REVENUE RECEIVED**

The table below shows the $414,520.22 in funds that were collected during the July 1, 2016 through June 30, 2017 Fiscal Year for each fee category.

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Fees Collected</th>
<th>Interest</th>
<th>Fees Collected and Interest Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>693036 Administration</td>
<td>$7,913.06</td>
<td>$377.51</td>
<td>$8,290.57</td>
</tr>
<tr>
<td>693056 Traffic</td>
<td>$52,270.02</td>
<td>$2,433.04</td>
<td>$54,703.06</td>
</tr>
<tr>
<td>693057 Fire Protection</td>
<td>$74,986.85</td>
<td>$3,588.06</td>
<td>$78,574.91</td>
</tr>
<tr>
<td>693058 Animal Control</td>
<td>$11,583.25</td>
<td>$553.00</td>
<td>$12,136.25</td>
</tr>
<tr>
<td>693059 General Government</td>
<td>$65,453.17</td>
<td>$3,134.72</td>
<td>$68,587.89</td>
</tr>
<tr>
<td>693066 Public Protection</td>
<td>$92,482.64</td>
<td>$4,429.22</td>
<td>$96,911.86</td>
</tr>
<tr>
<td>693067 Public Health</td>
<td>$39,614.13</td>
<td>$1,891.26</td>
<td>$41,505.39</td>
</tr>
<tr>
<td>693068 Library</td>
<td>$7,032.78</td>
<td>$335.81</td>
<td>$7,368.59</td>
</tr>
<tr>
<td>693069 Sheriff Patrol &amp; Investigation</td>
<td>$44,319.18</td>
<td>$2,122.52</td>
<td>$46,441.70</td>
</tr>
<tr>
<td></td>
<td>$395,655.08</td>
<td>$18,865.14</td>
<td>$414,520.22</td>
</tr>
</tbody>
</table>

**PUBLIC IMPROVEMENTS**

Shasta County has had only one Public Improvement in which fees have been expended.

**Juvenile Rehabilitation Facility:** Total final capital project costs for the Juvenile Rehabilitation Facility was $18,988,523; of that amount the construction total was $15,442,084. The Juvenile Rehabilitation was paid for out of Public Protection Impact Fees in the amount of $170,000 in FY 2011/12 (2/7/12 BOS approval) and $40,000 in FY 2012/13 (5/14/13 BOS approval).
IMPACT FEE EXPENDITURES

The table below shows the Impact Fee Expenditures to date since establishment of the fees of $258,058.53, of which, $39,478.39 are expenses due to costs of doing business. The Administration Fee and Bank Charges Categories are for the establishment of the fund, oversight of the fund, reporting requirements and applicable bank charges. The Misc. XP prior period revenue adjustment (034309) in the amount of $8,580.14 is not an expense to the fund, but rather an adjustment to prior period revenue based on refunds that were paid out against revenue collected in prior fiscal years. Until July 1, 2012, the residential customers have paid the Impact Fees in advance during the issuance of the building permit.

It was determined that residential Impact Fees should not be collected at issuance of the permit because the fees are not applicable until the permit is final and certificate of occupancy is received.

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Fiscal Year 2008/9 - 2014/15 Expenditures</th>
<th>Fiscal Year 2015/16 Expenditures</th>
<th>Fiscal Year 2016/17 Expenditures</th>
<th>Account to Date Expenditures 06/30/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>034309 Misc. XP Prior Period R</td>
<td>$ 8,580.14 $</td>
<td>$ - $</td>
<td>$ - $</td>
<td>$ 8,580.14 $</td>
</tr>
<tr>
<td>034800 Administration</td>
<td>$ 22,368.99 $</td>
<td>$ 6,415.02 $</td>
<td>$ 6,598.67 $</td>
<td>$ 35,382.68 $</td>
</tr>
<tr>
<td>034807 Bank Charges</td>
<td>$ 4,025.78 $</td>
<td>$ - $</td>
<td>$ - $</td>
<td>$ 4,025.78 $</td>
</tr>
<tr>
<td>034900 Publications &amp; Legal Nc</td>
<td>$ - $</td>
<td>$ 69.93 $</td>
<td>$ - $</td>
<td>$ 69.93 $</td>
</tr>
<tr>
<td>095169 Tran Out 169 Constructi</td>
<td>$ 210,000.00 $</td>
<td>$ - $</td>
<td>$ - $</td>
<td>$ 210,000.00 $</td>
</tr>
<tr>
<td></td>
<td>$ 244,974.91 $</td>
<td>$ 6,484.95 $</td>
<td>$ 6,598.67 $</td>
<td>$ 258,058.53 $</td>
</tr>
</tbody>
</table>

FY 2016/17 FUND BALANCE

The table below shows the ending fund balance in each Fee Revenue Account. These balances are held in Fund Balance Classification accounts within the Impact Fee Fund.

<table>
<thead>
<tr>
<th>Fee Revenue Account</th>
<th>Beginning Balance 7/1/16</th>
<th>Revenues FY 2016/17</th>
<th>Expenditures FY 2016/17</th>
<th>Fund Balance at Year End</th>
</tr>
</thead>
<tbody>
<tr>
<td>FB2010 Administration</td>
<td>$ 15,932.46 $</td>
<td>$ 8,290.57 $</td>
<td>(6,598.67) $</td>
<td>$ 17,624.36 $</td>
</tr>
<tr>
<td>FB2008 Traffic</td>
<td>$ 383,544.83 $</td>
<td>$ 54,703.06 $</td>
<td>$ 438,247.89 $</td>
<td>$ 76,093.70 $</td>
</tr>
<tr>
<td>FB2002 Fire Protection</td>
<td>$ 447,792.35 $</td>
<td>$ 78,574.91 $</td>
<td>$ 526,367.26 $</td>
<td>$ 17,624.36 $</td>
</tr>
<tr>
<td>FB2001 Animal Control</td>
<td>$ 63,957.45 $</td>
<td>$ 12,136.25 $</td>
<td>$ 76,093.70 $</td>
<td>$ 526,367.26 $</td>
</tr>
<tr>
<td>FB2003 General Government</td>
<td>$ 382,703.68 $</td>
<td>$ 68,587.89 $</td>
<td>$ 451,291.57 $</td>
<td>$ 76,093.70 $</td>
</tr>
<tr>
<td>FB2004 Library</td>
<td>$ 38,725.52 $</td>
<td>$ 7,368.59 $</td>
<td>$ 46,094.11 $</td>
<td>$ 76,093.70 $</td>
</tr>
<tr>
<td>FB2005 Public Health</td>
<td>$ 218,631.97 $</td>
<td>$ 41,505.39 $</td>
<td>$ 260,137.36 $</td>
<td>$ 46,094.11 $</td>
</tr>
<tr>
<td>FB2006 Public Protection</td>
<td>$ 328,810.70 $</td>
<td>$ 96,111.86 $</td>
<td>$ 425,722.56 $</td>
<td>$ 260,137.36 $</td>
</tr>
<tr>
<td>FB2007 Sheriff Patrol &amp; Investigation</td>
<td>$ 258,996.38 $</td>
<td>$ 46,441.70 $</td>
<td>$ 305,438.08 $</td>
<td>$ 425,722.56 $</td>
</tr>
<tr>
<td></td>
<td>$ 2,139,095.34 $</td>
<td>$ 414,520.22 $</td>
<td>(6,598.67) $</td>
<td>$ 2,547,016.89 $</td>
</tr>
</tbody>
</table>