TRINITY COUNTY
BOARD OF SUPERVISORS
Trinity County Library
Conference Room
351 Main Street
Weaverville, CA

MEETING AGENDA
January 18, 2023

Chairman
Supervisor Jill Cox - District 2

Vice-Chairman
Supervisor Ric Leutwyler - District 1

Supervisor Liam Gogan - District 3
Supervisor Heidi Carpenter-Harris - District 4
Supervisor Dan Fasier - District 5

Letty Garza - Interim County Administrative Officer
Margaret E. Long - County Counsel
Ashley Piker - Deputy Clerk of the Board

The Trinity County Board of Supervisors welcomes you to its meetings which are regularly scheduled for the first and third Tuesday of each month, unless altered to accommodate a holiday, starting at 9:00 a.m. at 351 Main Street, Weaverville, California.

This Board Agenda contains a brief, general description of each item to be considered. Supporting documentation is available online at www.trinitycounty.org, at the County Administrative Office located at 11 Court Street, Room 230, Weaverville, CA, during normal business hours, and in the Public Packet at the rear of the Board Chambers during the meeting.

If you would like to receive notification via email that the agenda has been posted, please send your request to clerkoftheboard@trinitycounty.org.

Members of the public wishing to present documents to the Board of Supervisors during the meeting must submit ten (10) copies to the Deputy Clerk of the Board.

During the meeting the Trinity County Board of Supervisors may take action sitting as the Board of Supervisors and as the governing body of: The Trinity County Transportation Commission, the In-Home Supportive Services Authority, the Consolidated Transit Services Agency, the Trinity County Board of Equalization, the Trinity County Housing Authority and the Solid Waste Local Task Force.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Deputy Board Clerk at the County Administrative Office three (3) full business days prior to the meeting at (530) 623-1382 or clerkoftheboard@trinitycounty.org.

ZOOM INFORMATION

Join Zoom Meeting
https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJlRmhacmJjUT09

Meeting ID: 595 007 2851
Passcode: 267684

Dial In:
1 (669) 900-6833
Phone Commands: *6 Mute/Unmute; *9 Raise Hand

If you need assistance with Zoom please go to this website:
https://support.zoom.us/hc/en-us/articles/201362283-Testing-computer-or-device-audio

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues. No response will be given in acknowledgement or otherwise via the Zoom chat.

Public Comment given via Zoom can only be done audibly (not via chat), and you must either "Raise Your Hand" or use the chat to request your turn.

9:00 AM

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

This time is for information from the public on matters not appearing on this agenda or within the Consent Calendar. All comments are limited to three minutes and must pertain to matters within the jurisdiction of this Board. When addressing the Board please state your name for the record and address the Board as a whole through the Chair. No action or discussion will be conducted on matters not listed on the agenda, however, the Chair may refer the subject matter to the appropriate department for follow-up or schedule the matter on a subsequent Board Agenda.

REPORTS/ANNOUNCEMENTS

1.1 I. Report from Department Heads
II. Report from County Administrative Officer
III. Report from Members of the Board of Supervisors
IV. Reports from Ad Hocs:
a. Good Neighbor Authority
b. Cannabis Budget

CONSENT CALENDAR

These items include routine, non-controversial matters and will be acted upon by the Board by one, roll-call motion. If a member of the public has any questions or comments on an item on the consent calendar, they may provide them now. A member of the Board or Staff may request an item be pulled and considered separately.

Agriculture

2.1 Approve a memorandum of understanding with the County of Humboldt for Trinity County to provide Agricultural Commissioner/Sealer of Weights and Measures services to the County of Humboldt.

Revenue in the maximum amount of $64,800 for the term of the agreement for the Ag Department.

Auditor/Controller

2.2 Approve establishing a new custodial fund - fund 117 for CEQA Filing Fees.

No impact to the General Fund.

Behavioral Health Services

2.3 Approve amendment number 2 to the agreement with Crestwood Behavioral Health to increase the maximum cost to $30,068 and extend term to 12/31/2023 to provide mental health services for the mentally disordered.

No impact to the General Fund; small increase in rates for services, unknown amount of actual expenditure to the Mental Health Support and Care Budget.

2.4 Adopt a resolution authorizing the Director of Behavioral Health, or her/his designee, to sign any application, agreement, subsequent amendment or other necessary documents to apply for and receive funding from Community Care Expansion (CCE) Preservation Funds.

No impact to the General Fund; up to $400,000 in funding for Behavioral Health.

Cannabis

2.5 Continue to the second meeting in February, 2023 the item continued from January 3, 2023 to discuss the current status of the Cannabis Department's budget, give direction to staff regarding providing a general fund contribution or advance, and authorize the CAO and Auditor to sign any budget adjustments necessary based on the direction given.

$1,018,154 from the General Fund in the form of a contribution or advance based on BOS direction.

Clerk of the Board

2.6 Adopt resolutions confirming the continuance of the following local health emergencies in the County of Trinity:

- Local health emergency due to hazardous material concerns resulting from the 2021 fires;
- Local health emergency due to the novel coronavirus knows as COVID-19; and
- Local health emergency due to hazardous unhealthy debris and air quality

concerns caused by the 2022 Lightning Fires- Six Rivers Lightning Complex.

No fiscal impact.

Grants

2.7 Adopt the Trinity County Placemaking Action Plan as a tool to support economic development and strategic planning implementation efforts in Trinity County.

No impact to the General Fund.

Health and Human Services

2.8 Approve an agreement with the California Department of Health Care Services for Trinity County to perform Medi-Cal Administrative Activities.

No impact to the General Fund; reimbursement for Medi-Cal Administrative Activities.

2.9 Ratify the Director of Emergency Services' proclamation and confirm the existence of a local emergency in Trinity County due to the 2022-2023 Early Winter Storms.

No fiscal impact.

2.10 Approve an agreement with SacValley MedShare to provide access to the SacValley MedShare Health Information Exchange.

No impact to the General Fund. Initial set-up and annual participation fees paid for by the Trinity County Public Health Branch.

2.11 Adopt a resolution authorizing the Office of Emergency Services to apply for and maintain grants.

No impact to General Fund. Grant revenue to Trinity County Office of Emergency Services

2.12 Approve and certify Trinity County Health and Human Services - Public Health Branch Children's Medical Services Plan and Budget for fiscal year 2022/2023.

No impact to the General Fund; all programs funded with state allocations and federal matching funds.

Human Resources

2.13 Pursuant to Trinity County Code Section 2.60.410 authorize promoting employee ID # 02484 as a Code Compliance Lead Worker at Range G219 Step C in the Building and Planning Department, Cannabis Division retroactively effective August 01, 2022.

Approximate cost in salary and benefits per month for a Code Compliance Lead Worker at B step is $8,157 and at C step is $8,521.

2.14 Pursuant to Trinity County Code Section 2.60.410 authorize hiring Candidate No. 49611075 as a Division Director at Range M255 Step B in the Building & Planning Department - Cannabis Division, effective January 1, 2023.

Approximate cost in salary and benefits per month for a Division Director at A step is $11,082 and at B step is $11,580.

2.15 Approve amendment number 3 to the agreement with Marilyn Wooley, PH.D., changing the wording of the Section on Fees; changing the Maximum cost from $25,000 for the life of the contract to $25,000 per fiscal year; and updating the

notification address to provide psychological services for pre-employment and fitness for duty evaluations.

Up to $25,000 per fiscal year from the department utilizing the contract.

2.16 Adopt revised job descriptions for Deputy Probation Officer I,II, and III.

No fiscal impact.

COUNTY MATTERS

These items include non-routine, or controversial matters and are listed alphabetically by department. A member of the Board or Staff may request that an item be heard out of order.

Board of Supervisors

3.1 Present a Strategic Plan implementation process update.

No fiscal impact.

County Administrative Office

3.2 Discuss and/or provide direction to staff regarding the potential allocation of the County's remaining American Rescue Plan (ARP) Act funds and authorize the County Administrative Officer and Auditor/Controller to sign any necessary budget adjustments to spend ARP funds as approved by the board.

Up to $263,422 from remaining ARP Funds.

3.3 Waiving the reading of and enact an ordinance amending Trinity County Code Section 2.64.050 regarding various county fees.

Potential increase in revenues in an unknown amount to various county departments.

County Counsel

3.4 Receive an update from County Counsel regarding Brown Act changes for 2023.

No fiscal impact.

Human Resources

3.5 Take the following actions to hire an extra help Building Inspector III in the Building Department:

1. Pursuant to Government Code sections 7522.56 & 21221(h) adopt a resolution authorizing the hiring of a retired annuitant as an Extra Help, Building Inspector III, waiving CalPERS 180-Day Wait Period and;
2. Pursuant to Trinity County Code Section 2.60.410 authorize hiring Employee ID No. 00870 as an Extra Help Building Inspector III at Range M236 Step G effective January 18, 2023.

$41.76 per hour for actual hours worked, plus applicable payroll taxes and unemployment insurance.

Transportation

3.6 Discuss and/or provide direction to the Director of Transportation to plow access to the county road for volunteer fire department who are adjance to a county maintained road to be reimbursed by the County General Fund.

Approximately $150 per plowed access.

CLOSED SESSION

4.1 Government Code Section 54954.5(c) - Conference with Legal Counsel - Initiation of Litigation
No. of Cases: One

Note: The Board will recess at approximately 12 PM to closed session to discuss this item.

4.2 Government Code Section 54954.5(b) - Conference with Real Property Negotiators
Address: 101 Memorial Dr, Weaverville, CA.
Agency Negotiator: Letty Garza and Margaret Long
Negotiating party: TBD
Under Negotiation: Price and Terms of Sale/Payment

4.3 Government Code Section 54956.95 - Liability Claim
No. of Cases:1
Name of Claimant: Elizabeth Johnson
Agency Claim Against: Trinity County

ADJOURN

TRINITY COUNTY
Item Report

Meeting Date: 1/18/2023

Department:
Clerk of the Board

Contact:

Phone:

Zoom Information

Requested Action:

Join Zoom Meeting
https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJlRmhacmJjUT09

Meeting ID: 595 007 2851
Passcode: 267684

Dial In:
1 (669) 900-6833
Phone Commands: *6 Mute/Unmute; *9 Raise Hand

If you need assistance with Zoom please go to this website:
https://support.zoom.us/hc/en-us/articles/201362283-Testing-computer-or-device-audio

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues. No response will be given in acknowledgement or otherwise via the Zoom chat.

Public Comment given via Zoom can only be done audibly (not via chat), and you must either "Raise Your Hand" or use the chat to request your turn.

TRINITY COUNTY
Item Report 1.1

Meeting Date: 1/18/2023

Department:
Clerk of the Board

Contact:

Phone:

Reports/Announcements

Requested Action:

I. Report from Department Heads
II. Report from County Administrative Officer
III. Report from Members of the Board of Supervisors
IV. Reports from Ad Hocs:
  a. Good Neighbor Authority
  b. Cannabis Budget

TRINITY COUNTY
Item Report 2.1

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Agriculture	Joseph Moreo	530-623-1356

MOU: Agricultural Commissioner/Sealer of Weights and Measures Services for Humboldt County

Requested Action:

Approve a memorandum of understanding with the County of Humboldt for Trinity County to provide Agricultural Commissioner/Sealer of Weights and Measures services to the County of Humboldt.

Fiscal Impact:

Revenue in the maximum amount of $64,800 for the term of the agreement for the Ag Department.

Summary:

Discussion:

The Humboldt County Agricultural Commissioner/Sealer of Weights and Measures (Commissioner/Sealer) retired on December 31, 2021. The California Food and Agriculture Code, Section 2124 and the California Government Code, Sections 6500, et seq. authorize Agriculture Departments to contract with adjoining counties.

Humboldt County has requested to contract with the County of Trinity to provide Commissioner/Sealer services. This will be until the interim Commissioner/Sealer obtains the licenses required by the California Department of Food and Agriculture, Section 2101 and the Business and Professions Code, Section 12203. The Memorandum of Understanding will become effective January 17, 2023 and will terminate on June 30, 2024.

Trinity County will receive a flat monthly rate of $3,600.00, or $1,800 for each individual license (Agricultural Commissioner and Sealer of Weights and Measures). In addition, if requested by Humboldt County to provide services on-site, Trinity County will receive the fully weighted labor hourly rate and travel expenses.

Alternatives Including Financial Implications:

Deny the request and provide direction to staff.

Departmental Recommendation:

It is staff's recommendation that the Board approve the Memorandum of Understanding between

the County of Humboldt and the County of Trinity to provide Agricultural Commissioner/Sealer of Weights and Measure services.

ATTACHMENTS:

Description

MOU Humboldt and Trinity
FAC, Section 2124
Government Code, Section 6500
FAC, Section 2101
B&P Ccde, Section 12203

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COUNTY OF HUMBOLDT
AND
THE COUNTY OF TRINITY
FOR FISCAL YEARS 2022-2024

This Memorandum of Understanding ("MOU"), entered into this 17th day of January 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "HUMBOLDT," and the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "TRINITY," is made upon the following considerations:

WHEREAS, HUMBOLDT's Agricultural Commissioner/Sealer of Weights and Measures has retired effective December 31, 2021; and

WHEREAS, California Food and Agriculture Code Section 2124 and California Government Code Sections 6500, *et seq*. authorize HUMBOLDT to contract with TRINITY, by and with the consent of the respective Boards of Supervisors, for the performance of duties of the Agricultural Commissioner/Sealer of Weights and Measures; and

WHEREAS, HUMBOLDT and TRINITY desire to enter into this MOU for the provision of Agricultural Commissioner/Sealer of Weights and Measures services to HUMBOLDT which will meet the minimum requirements of the California Department of Food and Agriculture.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

1. PROVISION OF SERVICES:

TRINITY hereby agrees to provide HUMBOLDT with Agricultural Commissioner/Sealer of Weights and Measures services sufficient to meet the requirements of the California Department of Food and Agriculture. TRINITY shall devote as much time as is necessary to adequately perform these services pursuant to this MOU. The PARTIES acknowledge that TRINITY's responsibility is primarily supervisory and administrative and most, if not all, of the services to be performed by TRINITY will not require a physical presence within Humboldt County but are the kinds of services that can be supervised or administered remotely by TRINITY. Oversight of existing Humboldt County staff will be temporary in nature until such time as HUMBOLDT is successful in recruiting a County Agricultural Commissioner with State Sealer licensing.

2. COMPENSATION:

A. Monthly Compensation. HUMBOLDT shall pay TRINITY at the minimum, flat monthly rate of Three Thousand Six Hundred dollars ($3,600.00), or One Thousand Eight Hundred dollars ($1,800) for each individual license (Agricultural Commissioner/Sealer of Weights and Measures Agricultural Commissioner/Sealer of Weights and Measures respectively), for each month in which the services required pursuant to the terms and conditions of this MOU are provided. This monthly payment will be made no later than the last business day of the month following the month in which the services required pursuant to the terms and conditions of this MOU were provided.

B. Hourly Compensation. When requested by the Humboldt County Administrative Officer, TRINITY shall provide the services required pursuant to the terms and conditions of this on-site

in Humboldt County. HUMBOLDT shall pay TRINITY the fully weighted labor rate, before supplies, for any and all on-site services provided pursuant to the terms and conditions of this MOU, including travel time to and from Humboldt County. The fully weighted labor rate will be calculated and provided to Humboldt County Administrative Officer at the beginning of each fiscal year for review prior to any billings being submitted. TRINITY shall pay the traveler mileage and other travel expenses in amounts consistent with current TRINITY policies related to such expenses. Following the travel occurrence, TRINITY will submit periodic statements setting forth both the hours expended, and travel expenses paid for full reimbursement of travel expenses. HUMBOLDT shall thereafter pay TRINITY for time and travel expenses stated within thirty (30) days of submission of such statement. These payments shall be made in addition to the flat monthly payments specified above.

C. Maximum Amount Payable. The total payments to be made by HUMBOLDT to TRINITY for any and all services provided pursuant to the terms and conditions of this MOU shall not exceed Sixty Four Thousand Eight Hundred Dollars ($64,800.00).

3. TERM AND TERMINATION:

This MOU shall commence upon execution by both parties and shall remain in full force and effect until June 30, 2024, unless extended by a valid amendment hereto or sooner terminated as set forth herein. Early termination of this MOU may be effectuated upon ten (10) days advance written notice from the County Administrative Officer of either party without the need for action or ratification by the Board of Supervisors. This MOU may be extended by mutual agreement of both parties on a month-to-month basis.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either serviced personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

HUMBOLDT: County of Humboldt
Attention: Elishia Hayes, County Administrative Officer
825 Fifth Street, Room 111
Eureka, California 95501

TRINITY: County of Trinity
Attention: Letty Garza, County Administrative Officer
P.O. Box 1613
Weaverville, California 96093

5. REPORTING REQUIREMENTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required pursuant to the terms and conditions of this MOU shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards. Any and any all reports required pursuant to the terms and conditions of this MOU shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.

B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with the performance of the duties and obligations set forth herein, including, without limitation, the costs of administering this MOU.

C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

7. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. Each party hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

8. NON-DISCRIMINATION COMPLIANCE:

A. Nondiscriminatory Delivery of Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or

standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. Each party further assures that it, and its subcontractors, shall abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Education Code Sections 220, *et seq*.; California Civil Code Sections 51, *et seq*.; California Government Code Sections 4450, *et seq*.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq*. of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

9. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, TRINITY certifies that it is not a Nuclear Weapons Contractor, in that TRINITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. TRINITY agrees to notify HUMBOLDT immediately if it becomes a Nuclear Weapons Contractor as defined above. HUMBOLDT may immediately terminate this MOU if it determines that the foregoing certification is false or if TRINITY subsequently becomes a Nuclear Weapons Contractor.

10. INDEMNIFICATION:

A. Mutual Indemnity. Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own costs and attorney's fees.

C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

11. INSURANCE REQUIREMENTS:

A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all

appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

B. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

HUMBOLDT: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

TRINITY: County of Trinity
Attention: Risk Management
P.O. Box 1613
Weaverville, California 96093

12. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that any and all personnel responsible for carrying out the duties and obligations set forth herein shall be employees of the hiring party, and shall not be entitled to any benefits to which employees of the other party are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees and subcontractors.

13. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.

B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.

C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

14. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced

as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

15. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

16. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by each party hereto.

17. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

18. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

22. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

23. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable

professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

25. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU.

26. SUBCONTRACTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not.

27. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 6 – Record Retention and Inspection, Section 7 – Confidential Information and Section 10 – Indemnification shall survive the expiration or termination of this MOU.

28. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

29. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by each of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

31. FORCE MAJEURE:

No party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

32. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

33. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

34. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Elishia Hayes, Purchasing Agent

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Amanda Phillips, Risk Manager

COUNTY OF TRINITY:

By: _____ Date: _____
Jill Cox, Chairman
Trinity County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Letty Garza, Interim Director
Human Resources/Risk Management

APPROVED AS TO FORM:

By: _____ Date: _____
Margaret E. Long
County Counsel

2124. If the board of supervisors of such adjoining county consents, the board of supervisors of any county in which there is no commissioner may employ a qualified commissioner or a qualified deputy commissioner of the adjoining county to perform the duties of commissioner in the employing county.

A commissioner or deputy commissioner who is so employed shall have such authority and powers as are conferred upon a commissioner by this code. He is not required to comply with residence or other qualifications for office within the employing county.

(Enacted by Stats. 1967, Ch. 15.)

State of California

GOVERNMENT CODE

Section 6500

6500. As used in this article, “public agency” includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

(Amended by Stats. 2011, Ch. 266, Sec. 1. (AB 307) Effective January 1, 2012.)

FOOD AND AGRICULTURAL CODE - FAC

DIVISION 2. LOCAL ADMINISTRATION [2001 - 2350] *(Division 2 enacted by Stats. 1967, Ch. 15.)*

CHAPTER 2. County Agricultural Commissioners and Their Employees [2101 - 2287] *(Chapter 2 enacted by Stats. 1967, Ch. 15.)*

ARTICLE 1. Qualifications [2101 - 2107] *(Article 1 enacted by Stats. 1967, Ch. 15.)*

2101. (a) The director shall examine persons who desire to become commissioners or deputy commissioners. He or she may adopt regulations which govern the examinations. Successful candidates shall be given a license which shall be valid for five years unless revoked.

(b) The director may charge each candidate a fee to cover the actual cost of providing the license examination.

(Amended by Stats. 1987, Ch. 734, Sec. 6. Effective September 18, 1987.)

2102. (a) The director shall pass upon the qualifications of persons who desire to become county agricultural inspectors and shall issue licenses to successful candidates.

(b) The director may charge each candidate a fee to cover the actual cost of providing the license examination.

(Amended by Stats. 1987, Ch. 734, Sec. 7. Effective September 18, 1987.)

2103. The director shall issue a license, for any county which has a charter that provides for civil service examination of county agricultural inspectors, to any person who presents a certificate which shows that the person has passed the examination.

(Amended by Stats. 1987, Ch. 734, Sec. 8. Effective September 18, 1987.)

2104. A commissioner, deputy commissioner, or county agricultural inspector need not be a resident of the county for which he may be chosen.

(Enacted by Stats. 1967, Ch. 15.)

2105. Prior to entering upon his duties, the commissioner shall file the usual oath, and he shall be required to file an official bond in an amount determined by the board of supervisors, unless he is covered by a master bond pursuant to Section 1481 of the Government Code.

(Amended by Stats. 1973, Ch. 112.)

2106. No person shall be eligible for the examination or shall be given or issued a license pursuant to Section 2101, 2102, or 2103 unless he or she possesses a bachelor's degree from an accredited four-year college with specialization in one or more appropriate disciplines in the agricultural, biological, chemical, or physical sciences, or other appropriate disciplines, as determined by the secretary. If a person is registered as a senior in an accredited four-year college in one of the specializations described herein, that person shall be admitted to the examination, but a license shall not be issued until that person graduates. In determining whether or not a college is accredited, the secretary may rely on accreditation granted by a state or national association formed and operated for the purpose of determining accreditation. This section shall not apply to any person holding a valid license of qualification in weights and measures who was employed by a county agricultural commissioner or sealer in a permanent classification before January 1, 1995, and who possesses at least one license in an agricultural category no later than December 31, 1996.

(Amended by Stats. 1995, Ch. 818, Sec. 1. Effective January 1, 1996.)

2107. The director shall publish and make available a registry of persons holding a license pursuant to Section 2101, 2102, or 2103 and Section 12202 of the Business and Professions Code.

(Amended by Stats. 1987, Ch. 734, Sec. 10. Effective September 18, 1987.)

BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 5. WEIGHTS AND MEASURES [12001 - 13800] *(Division 5 added by Stats. 1939, Ch. 43.)*

CHAPTER 2. Administration [12100 - 12246] *(Chapter 2 added by Stats. 1939, Ch. 43.)*

ARTICLE 2. Local Administration [12200 - 12215] *(Article 2 added by Stats. 1939, Ch. 43.)*

12200. There is in each county the office of county sealer of weights and measures. The county sealer shall be appointed by the board of supervisors, except in chartered counties where a different method of appointment is prescribed. The term of office of such sealer is four years from and after his appointment and until his successor is appointed but he may be removed as hereinafter provided.

In addition to his salary each sealer is entitled to his necessary traveling and other expenses incurred in the performance of his duties.

A county sealer may, with the consent of the power appointing him, appoint deputies or inspectors when necessary or expedient to carry out the duties of his office. Such deputies or inspectors shall serve at the pleasure of the county sealer.

The sealer may employ such clerks and employees as may be approved by the appointing power. Any such clerk or employee shall not have authority to enforce the provisions of this chapter.

A county may in its discretion refer to a deputy county sealer as a weights and measures inspector.

(Amended by Stats. 1965, Ch. 83.)

12201. If from any cause a vacancy occurs in the office of county sealer, the secretary upon learning of the vacancy shall immediately transmit to the board of supervisors or other appointing power a list of persons licensed by him or her for the position. If the appointing power fails to appoint a county sealer within 60 days after the receipt of the list, the secretary shall appoint a county sealer from that list. A person holding the position of Deputy State Sealer shall be appointed the county sealer of weights and measures for, and an employee of, the county to which he or she is assigned. The secretary shall issue to him or her a license that is valid only for the county he or she is serving. He or she shall become subject to this code.

(Amended by Stats. 2012, Ch. 661, Sec. 29. (SB 1576) Effective January 1, 2013.)

12201.1. The salary and other compensation provided for the county sealer, deputy county sealers and inspectors and clerks shall be paid out of the county treasury in the same manner and at the same time as other county officers are paid. The county sealer, deputy county sealers and inspectors shall each be entitled to receive his traveling and incidental expenses incurred in the performance of his duties.

(Amended by Stats. 1963, Ch. 1600.)

12201.2. If the position of sealer cannot be filled by the board of supervisors or other appointing power or by the secretary as provided in Section 12201, then it shall be the duty of the secretary to perform the duties of sealer in the same manner, to the same extent, and with the same authority as if he or she had been the duly appointed sealer therein. The board of supervisors of the county shall reimburse the department for all expenses incurred by the secretary in fulfilling his or her responsibilities under the provisions of this section.

(Amended by Stats. 2012, Ch. 661, Sec. 30. (SB 1576) Effective January 1, 2013.)

12202. (a) The secretary shall cause to be examined persons desiring to become county sealers, deputy county sealers, or inspectors and shall adopt rules and regulations governing these examinations given for the purpose of determining the fitness, experience, and qualifications of candidates for these positions. The secretary may provide

for inspectors qualified to be employed in designated categories. Successful candidates shall be given a license that shall be good for five years unless revoked. Licenses of incumbent county sealers, deputy county sealers, or inspectors shall be renewed upon expiration without further examination.

(b) The secretary may charge each candidate a fee to cover the actual cost of providing the license examination.

(Amended by Stats. 2012, Ch. 661, Sec. 31. (SB 1576) Effective January 1, 2013.)

12203. Except as provided in this section, no person shall hereafter be appointed to the office of county sealer, deputy county sealer, or inspector unless he or she has a license issued by the secretary as provided in Section 12202. If there is no person available for the position of county sealer who holds a license, the appointing power may make a temporary appointment of a person recommended in writing by the secretary. If the appointing power does not make a temporary appointment and no person can be appointed from the eligible list by the secretary, then the secretary may make a temporary appointment of a person competent to carry on the duties of the office. Any temporary appointment shall be for a period not exceeding six months or until the next license examination is held. If the position of deputy county sealer or inspector cannot be filled from the lists, a temporary appointment may be made, upon the written recommendation of the secretary for a period not exceeding six months.

(Amended by Stats. 2012, Ch. 661, Sec. 32. (SB 1576) Effective January 1, 2013.)

12204. In chartered counties providing for the civil service examination of sealers, deputy sealers, or inspectors the secretary shall issue a license without further examination upon presentation of a certificate showing the candidate has passed the examination. In these counties the board or commission responsible for the civil service examination may require a license from the secretary as a minimum qualification.

(Amended by Stats. 2017, Ch. 573, Sec. 48. (SB 800) Effective January 1, 2018.)

12205. For the purpose of receiving advice on the best and most efficacious methods of performing his or her duties and conducting his or her office, every county sealer serving in a county shall attend the annual meeting of the California Agricultural Commissioners and Sealers Association and other meetings as the department or the board of supervisors requires.

The county sealer shall be allowed all actual and necessary traveling expenses incurred while on any service that requires him or her to go outside the county. Those expenses shall be a charge against the county in which the county sealer is employed.

(Amended by Stats. 2012, Ch. 661, Sec. 33. (SB 1576) Effective January 1, 2013.)

12206. The jurisdiction of a county sealer appointed by a county or the secretary extends over the entire territorial limits of the county.

(Amended by Stats. 2017, Ch. 573, Sec. 49. (SB 800) Effective January 1, 2018.)

12207. The department shall furnish an identification card to each sealer. The identification card shall be of a form as prescribed by the department and shall be returned to the department by the sealer upon termination of his duties as a sealer.

(Added by Stats. 1953, Ch. 87.)

12209. Every sealer shall:

(a) Carefully preserve all copies of the standards of weights and measures in his possession;

(b) Keep the copies in a safe and suitable place when not actually in use;

(c) Annually and at such other times as the department requires file with the department a written report of the work done by him, of the weights, measures, weighing and measuring instruments inspected or tested by him, the result of such inspection, of all prosecutions instituted by him for violations of the provisions of this division and of all other matters and things pertaining to his duties or which may be required by the department.

(Added by Stats. 1939, Ch. 43.)

12209.5. Each sealer may, when so directed by the board of supervisors, issue and cause to be distributed to such persons as he may deem proper illustrative material or statements best adapted to insure the correct use of weights and measures and weighing and measuring devices and may prepare exhibits designed to inform the public for its protection of the duties performed by weights and measures officials.

(b) The water submeter is installed no later than 12 months after the water submeter was inspected, tested, and sealed.

(c) The county sealer does not have reason to believe the water submeter has been tampered with, damaged, or otherwise rendered inoperable since the inspection, testing, and sealing by the other county sealer.

(Added by Stats. 2014, Ch. 539, Sec. 2. (AB 2451) Effective January 1, 2015.)

12211. Each sealer shall, from time to time, weigh or measure packages, containers, or amounts of commodities sold, or in the process of delivery, in order to determine whether they contain the quantity or amount represented and whether they are being sold in accordance with law.

The secretary shall adopt necessary regulations governing the procedures to be followed by sealers in connection with the weighing or measuring of amounts of commodities in individual packages, containers, or lots of packages or containers, including the procedures for sampling a lot, and for determining whether any package, container, or a lot of packages or containers complies with this section.

In adopting those regulations, the secretary shall adopt by reference the package checking procedures recommended by the National Conference on Weights and Measures and published in the current edition of the National Institute of Standards and Technology Handbook 133, "Checking the Net Contents of Packaged Goods," and any subsequent amendments thereto, except insofar as those requirements are specifically modified, amended, or rejected by a regulation adopted by the secretary.

Any lot, package, or container of any commodity that conforms to this section shall be deemed to be in conformity with this division relating to stated net weights or measures.

Whenever a lot, package, or container of any commodity is found to contain, through the procedures authorized in this section, a less amount than that represented, the sealer shall order, in writing, that lot, package, or container of commodity off sale and require that an accurate statement of quantity be placed on each package or container before it may be released for sale by the sealer in writing. The sealer may seize as evidence any package or container that is found to contain a less amount than that represented.

(Amended by Stats. 1995, Ch. 156, Sec. 2. Effective January 1, 1996.)

12212. (a) The secretary shall adopt necessary regulations governing the inspection frequency of all commercially used weights, measures, and weighing and measuring apparatus in the state.

(b) The sealer of each county shall perform such inspections as may be required by the secretary. Nothing in this section shall be construed to prohibit the sealer from inspecting a device more frequently than required if he or she deems those tests to be necessary.

(c) Any regulation shall be adopted by the secretary in conformity with the provisions of Chapter 4.5 (commencing with Section 11371) of Part 1 of Division 3 of Title 2 of the Government Code.

(d) In counties where the secretary finds that the sealer, because of lack of equipment, is unable or fails to perform the tests as required herein, the secretary may enter into a contract with the board of supervisors of each of those counties to perform the tests. Those contracts shall provide that the county shall pay the cost of those services based upon a uniform schedule of fees developed by the secretary. The fee schedule shall be based on the approximate cost of performing those services. The contracts shall also provide that the secretary shall periodically render a bill to each county so served for the cost of services rendered, and the auditor of the county so billed shall pay the charge in the same manner in which other claims against the county are paid.

(e) All fees collected under the provisions of this section shall be credited to the Department of Food and Agriculture Fund.

(Amended by Stats. 2012, Ch. 661, Sec. 35. (SB 1576) Effective January 1, 2013.)

12213. Each sealer may, in the general performance of his duty, without formal warrant, enter or go into or upon, any stand, place, building or premises or stop any vendor, peddler, junk-dealer, driver of a coal, ice, delivery, or other wagon or vehicle, containing commodities for sale or delivery and, if necessary, require him to proceed with the commodity to some place which the sealer may specify for the purpose of making the proper tests.

(Added by Stats. 1939, Ch. 43.)

12214. (a) Upon satisfactory evidence presented to the secretary that the county sealer of any county is guilty of neglect of duty, incompetence, or misconduct in office, the trial board hereinafter provided for shall hold a hearing or hearings at times and places that it shall provide.

(Added by Stats. 1941, Ch. 303.)

12209.6. (a) A county sealer may test and certify the accuracy of all parking meters located in the county in which the sealer has jurisdiction, including, but not limited to, parking meters owned or operated by a city, county, or a city and county.

(b) If the county sealer determines that a specific parking meter is inaccurate, the sealer shall notify the owner or operator of the meter, may immediately close the meter, and any person may park a vehicle free of charge in the parking space to which the inaccurate meter corresponds until the owner or operator replaces or repairs the inaccurate parking meter.

(c) For purposes of this section, an "inaccurate parking meter" means a parking meter that provides less time than is paid for by a person using the metered parking space.

(Amended by Stats. 2000, Ch. 511, Sec. 2. Effective January 1, 2001.)

12210. (a) Each sealer shall, within his or her county inspect, try and test all weights, scales, beams, measures of any kind, instruments or mechanical devices for weighing or measurements, and tools, appliances and accessories connected with any or all such instruments or measures, sold, or used by any proprietor, agent, lessee or employee for commercial purposes, as defined in subdivision (e) of Section 12500.

(b) Each sealer shall, when so directed by the board of supervisors of his or her county, and only upon the written request of any person, firm or corporation, calibrate, test, weigh, and measure, and certify to the accuracy of, noncommercial weights and measures and weighing and measuring devices, and instruments, tools, and accessories connected therewith. The board of supervisors may authorize the sealer to establish from time to time a schedule of fees to cover the cost of such service and to charge and collect the fees.

(Amended by Stats. 1981, Ch. 178, Sec. 1.)

12210.3. (a) A county sealer who possesses the appropriate equipment to perform tests on water submeters shall inspect, test, and certify to the accuracy of a water submeter, within his or her county and upon written request of the owner, user, or operator of the water submeter, if any of the following circumstances exist:

(1) The service is requested to be performed in addition to, or according to a schedule different from, any inspection frequency established by regulations adopted pursuant to Section 12212.

(2) The requested service pertains to a water submeter not intended to be placed into service in the county within six months.

(3) The requested service pertains to a water submeter intended to be placed into service in a different county.

(b) Notwithstanding Section 12210.5, the board of supervisors may authorize the sealer to establish, from time to time, a schedule of fees to cover the cost of services provided under subdivision (a) and to charge and collect the fees. The fee schedule shall be limited to the actual cost of performing those services.

(Added by Stats. 2014, Ch. 539, Sec. 1. (AB 2451) Effective January 1, 2015.)

12210.5. (a) Any county which inspects or tests any weighing or measuring device or instrument used commercially, at the request of the owner or user of that device, when inspection or testing of the device could legally be performed by a registered service agency, as defined in Section 12531, may, if authorized by the county board of supervisors, collect from the requesting owner or user thereof a fee.

(b) That fee shall be based upon a uniform schedule of fees, which shall be prescribed by the secretary for use by the counties. The secretary shall prepare the schedule of fees to be comparable with the rates charged by the industry's registered service agencies. All fees collected shall be credited to the general fund of the county in which collected and used only for the administration and enforcement of laws pertaining to weights and measures.

(Amended by Stats. 2012, Ch. 662, Sec. 1. (AB 1181) Effective January 1, 2013.)

12210.7. A county sealer shall, within his or her county and upon written request of the owner, user, or operator of the water submeter, authorize the installation of a water submeter that has been inspected, tested, and sealed by the county sealer of another county if all of the following conditions are met:

(a) The meter bears a seal that represents the most recent seal of the county in which the water submeter was inspected, in accordance with the provisions of Section 12505.

(b) The secretary and the president of the voluntary association of the sealers of the state shall select an impartial third person who, with them, shall compose a county sealer's trial board to determine whether the sealer is guilty of the charges presented.

(c) At least 10 days prior to the date of hearing, the secretary shall give notice in writing to the sealer of the time and place of hearing and any information as to the nature of the charges that will enable the sealer to make a defense thereto.

(d) At the hearing or hearings, the trial board shall hear evidence that is offered and thereafter, within 30 days, make an order dismissing the charges or an order disqualifying the sealer.

(e) In case the order disqualifies the sealer, the secretary shall forthwith revoke the sealer's license and declare the office vacant and a copy of the order shall be immediately transmitted by the secretary to the board of supervisors and the auditor of the county in which the sealer held office.

(f) The license of a deputy sealer or inspector may be revoked in the same manner and for the same causes that a license of a sealer may be revoked.

(Amended by Stats. 2012, Ch. 661, Sec. 36. (SB 1576) Effective January 1, 2013.)

12215. A county sealer who receives information or evidence indicating that any weighing or measuring device, parking meter, or other installation under the county sealer's jurisdiction has been altered in such a way as to facilitate any type of fraud shall coordinate with the appropriate law enforcement authorities as needed in investigating and prosecuting the fraudulent activity.

(Added by Stats. 2016, Ch. 329, Sec. 1. (AB 2307) Effective January 1, 2017.)

TRINITY COUNTY
Item Report 2.2

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Auditor/Controller	Angela Bickle	530-623-1317

Fund Establishment: CEQA Filing Fees Custodial Fund

Requested Action:

Approve establishing a new custodial fund - fund 117 for CEQA Filing Fees.

Fiscal Impact:

No impact to the General Fund.

Summary:

Per Fish and Game Code Section 711.4 a filing fee is to be collected "to defray the costs of managing and protecting fish and wildlife trust resources," for the "purposes of the California Environmental Quality Act."

Discussion:

Fund 709/State Environment Filing Fee is under the Building & Planning Director was the original fund used to collect and distribute the revenue. However, the Assessor/Clerk/Recorders office took over the collection of fees and distribution. Therefore, a new custodial fund-117/CEQA Filing Fees is needed as the task is now under a new department.

Alternatives Including Financial Implications:

Deny the establishment of the new fund and advise staff.

Departmental Recommendation:

It is staffs recommendation the board approve the establishment of the new custodial fund 117 as presented.

ATTACHMENTS:

Description

Fish and Game Code Section 711.4

State of California

FISH AND GAME CODE

Section 711.4

711.4. (a) The department shall impose and collect a filing fee in the amount prescribed in subdivision (d) to defray the costs of managing and protecting fish and wildlife trust resources, including, but not limited to, consulting with other public agencies, reviewing environmental documents, recommending mitigation measures, developing monitoring requirements for purposes of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code), consulting pursuant to Section 21104.2 of the Public Resources Code, and other activities protecting those trust resources identified in the review pursuant to the California Environmental Quality Act.

(b) The filing fees shall be proportional to the cost incurred by the department and shall be annually reviewed and adjustments recommended to the Legislature in an amount necessary to pay the full costs of department programs as specified. The department shall annually adjust the fees pursuant to Section 713.

(c) (1) All project applicants and public agencies subject to the California Environmental Quality Act shall pay a filing fee for each proposed project, as specified in subdivision (d).

(2) Notwithstanding paragraph (1), a filing fee shall not be paid pursuant to this section if any of the following conditions exist:

(A) The project has no effect on fish and wildlife.

(B) The project is being undertaken by the department.

(C) The project costs are payable by the department from any of the following sources that are held by the department:

(i) The Public Resources Account in the Cigarette and Tobacco Products Surtax Fund.

(ii) The California Wildlife, Coastal, and Park Land Conservation Fund of 1988.

(iii) The Habitat Conservation Fund.

(iv) The Fisheries Restoration Account in the Fish and Game Preservation Fund.

(v) The Commercial Salmon Stamp Dedicated Subaccount in the Fish and Game Preservation Fund.

(vi) Striped bass stamp funds collected pursuant to Section 7360.

(vii) The California Ocean Resource Enhancement Account.

(D) The project is implemented by the department through a contract with either a nonprofit entity or a local government agency.

(3) Filing fees shall be paid at the time and in the amount specified in subdivision (d). Notwithstanding Sections 21080.5 and 21081 of the Public Resources Code, a project shall not be operative, vested, or final, and local government permits for the

project shall not be valid, until the filing fees required pursuant to this section are paid.

(d) The fees shall be in the following amounts:

(1) For a project that is statutorily or categorically exempt from the California Environmental Quality Act, including those certified regulatory programs that incorporate statutory and categorical exemptions, a filing fee shall not be paid.

(2) For a project for which a negative declaration is prepared pursuant to subdivision (c) of Section 21080 of the Public Resources Code, the filing fee is one thousand eight hundred dollars ($1,800). A local agency collecting the filing fee shall remit the fee to the county clerk at the time of filing a notice of determination pursuant to Section 21152 of the Public Resources Code. A state agency collecting the filing fee shall remit the fee to the Office of Planning and Research at the time of filing a notice of determination pursuant to Section 21108 of the Public Resources Code.

(3) For a project with an environmental impact report prepared pursuant to the California Environmental Quality Act, the filing fee is two thousand five hundred dollars ($2,500). A local agency collecting the filing fee shall remit the fee to the county clerk at the time of filing a notice of determination pursuant to Section 21152 of the Public Resources Code. A state agency collecting the filing fee shall remit the fee to the Office of Planning and Research at the time of filing a notice of determination pursuant to Section 21108 of the Public Resources Code.

(4) For a project that is subject to a certified regulatory program pursuant to Section 21080.5 of the Public Resources Code, the filing fee is eight hundred fifty dollars ($850). The filing fee shall be paid to the department before the filing of the notice of determination pursuant to Section 21080.5 of the Public Resources Code.

(e) The county clerk may charge a documentary handling fee of fifty dollars ($50) per filing in addition to the filing fee specified in subdivision (d).

(1) The county clerk of each county and the Office of Planning and Research shall maintain a record, both electronic and in paper, of all environmental documents received. The record shall include, for each environmental document received, the name of each applicant or lead agency, the document filing number, the project name as approved by the lead agency, and the filing date. The record shall be made available for examination or audit by authorized personnel of the department during normal business hours.

(2) The filing fee imposed and collected pursuant to subdivision (d) shall be remitted monthly to the department within 30 days after the end of each month. The remittance shall be accompanied with the information required pursuant to paragraph (1). The amount of fees due shall be reported on forms prescribed and provided by the department.

(3) The department shall assess a penalty of 10 percent of the amount of fees due for a failure to remit the amount payable when due. The department may pursue collection of delinquent fees through the Controller's office pursuant to Section 12419.5 of the Government Code.

(f) Notwithstanding Section 12000, failure to pay the fee under subdivision (d) is not a misdemeanor. All unpaid fees are a statutory assessment subject to collection under procedures as provided in the Revenue and Taxation Code.

(g) Only one filing fee shall be paid for each project unless the project is tiered or phased, or separate environmental documents are required.

(h) This section does not preclude or modify the duty of the department to recommend, require, permit, or engage in mitigation activities pursuant to the California Environmental Quality Act.

(i) The permit process of the California Coastal Commission, as certified by the Secretary of the Resources Agency, is exempt from the payment of the filing fees prescribed by paragraph (4) of subdivision (d) insofar as the permits are issued under any of the following regulations:

(1) Subchapter 4 (commencing with Section 13136) of Chapter 5 of Division 5.5 of Title 14 of the California Code of Regulations.

(2) Subchapter 1 (commencing with Section 13200), Subchapter 3 (commencing with Section 13213), Subchapter 3.5 (commencing with Section 13214), Subchapter 4 (commencing with Section 13215), Subchapter 4.5 (commencing with Section 13238), Subchapter 5 (commencing with Section 13240), Subchapter 6 (commencing with Section 13250), and Subchapter 8 (commencing with Section 13255.0) of Chapter 6 of Division 5.5 of Title 14 of the California Code of Regulations.

(Amended by Stats. 2013, Ch. 368, Sec. 1. (SB 197) Effective January 1, 2014.)

TRINITY COUNTY
Item Report 2.3

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Behavioral Health Services	Connie Cessna Smith	530-623-1362

Amendment 2: Crestwood Behavioral Health (22-108.2)

Requested Action:

Approve amendment number 2 to the agreement with Crestwood Behavioral Health to increase the maximum cost to $30,068 and extend term to 12/31/2023 to provide mental health services for the mentally disordered.

Fiscal Impact:

No impact to the General Fund; small increase in rates for services, unknown amount of actual expenditure to the Mental Health Support and Care Budget.

Summary:

Crestwood Behavioral Health has updated their rates for the coming fiscal year. It is necessary to amend the agreement to include the updated rates for mental health services for the Crestwood Facilities.

Alternatives Including Financial Implications:

Deny the request and provide direction to staff.

Departmental Recommendation:

Approve the amendment as requested.

ATTACHMENTS:

Description

Original Agreement & Amendment # 1

Amendment

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 1)
BETWEEN
THE COUNTY OF TRINITY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC, AND HELIOS HEALTHCARE, LLC

WHEREAS, a Contract was entered into the 5TH day of May, 2022 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **CRESTWOOD BEHAVIORAL HEALTH, INC and HELIOS HEALTHCARE, LLC** ("Contractor"), to provide **mental health services for the mentally disordered pursuant to the provision of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California Legislature**; and

WHEREAS, the Contract provides for a termination date of June 30, 2025; and

WHEREAS, the parties wish to:

1. Remove Helios Healthcare LLC from this agreement.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Removing Helios Healthcare LLC from this agreement, as it is a separate entity from Crestwood Behavioral Health.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 3rd day of October, 2022.

COUNTY OF TRINITY:

By _____
Letty Garza, Interim
County Administrative Officer

Date: 10/3/22

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By _____
Name: See Attached
Title.: _____

Date: _____

Risk Management Approval

By: _____
Ryan Roe, Interim Director
Human Resources/Risk Management

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 3rd day of October, 2022.

COUNTY OF TRINITY:

By _____
Letty Garza, Interim
County Administrative Officer

Date: 10/3/22

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By Elena Mashkevich
Name: Elena Mashkevich
Title.: Executive Director of County Contract

Date: 10/05/2022

Risk Management Approval

By: _____
Ryan Roe, Interim Director
Human Resources/Risk Management

Amendment # 1 - Crestwood BH 22-108.1 Needs Signature

Final Audit Report 2022-10-05

Created:	2022-10-05
By:	Crystal Bennett (cbennett@trinitycounty-ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd5ECLyTSA7cfGHOVXEVeQAMuDgOOerb4

"Amendment # 1 - Crestwood BH 22-108.1 Needs Signature" History

Document created by Crystal Bennett (cbennett@trinitycounty-ca.gov)
2022-10-05 - 2:51:40 PM GMT- IP address: 208.74.108.228

Document emailed to Elena Mashkevich (elena.mashkevich@cbhi.net) for signature
2022-10-05 - 2:52:34 PM GMT

Email viewed by Elena Mashkevich (elena.mashkevich@cbhi.net)
2022-10-05 - 4:02:52 PM GMT- IP address: 209.58.205.114

Document e-signed by Elena Mashkevich (elena.mashkevich@cbhi.net)
Signature Date: 2022-10-05 - 4:31:06 PM GMT - Time Source: server- IP address: 209.58.205.114

Agreement completed.
2022-10-05 - 4:31:06 PM GMT

Adobe Acrobat Sign

SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC, and HELIOS HEALTHCARE, LLC

THIS SERVICES CONTRACT ("Contract" or "Agreement") is made and entered into this 5TH day of May 2022, by and between the COUNTY OF TRINITY ("County"), and CRESTWOOD BEHAVIORAL HEALTH, INC, and HELIOS HEALTHCARE, LLC("Contractor").

RECITALS

WHEREAS, County desires to obtain the following services: Mental Health Services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California Legislature: and

WHEREAS, County has entered into an agreement with the State of California Department of Health Care Services ("State Contract") to provide mental health services to County of Trinity residents; and

WHEREAS, the State Contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and that all County subcontractors comply with all terms and conditions of the State Contract; and

WHEREAS, Contractor is licensed by the State of California to provide the services in Exhibit A (Services to be Provided by Contractor) of this Contract; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods, and materials that are described in this Contract, at a cost to the County as herein specified, that it will be able to perform there herein described services at a minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues and conditions; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all the services described in Exhibit A (Services to be Provided by Contractor) attached hereto.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.

C. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B (Compensation or Fees to be paid to Contractor) and by this reference incorporated herein. Said fees shall be adjusted in accordance to the Contractor's host county rate letter each fiscal year.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred.

Contractor shall hold harmless both the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor pursuant to the terms of the Contract.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $150,000 per fiscal year, including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than June 30, 2025. Time is of the essence with respect to this Contract.

VIII. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County Behavioral Health
PO Box **1640**
Weaverville, CA 96093

B. Contractor shall provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the

Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County Behavioral Health
PO Box **1640**
Weaverville, CA 96093

C. The Contractor shall be required to carry professional coverage in the amount of $1,000,000 per occurrence or claim, $2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance, as specified above, to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers, as Additional Insureds. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, as to County's standing as an Additional Insured.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

IX. WORKERS' COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for

bodily injury or disease (or, in the alternative a signed County Workers' Compensation Exemption form), shall be provided to County prior to commencement of work.

X. NONDISCRIMINATORY EMPLOYMENT: Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, political affiliation, ancestry, or mental or physical handicap or disability.

The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County. The Contractor agrees to comply with all sections under 42 CFR 438.230.

XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XIV. BOOKS OF RECORD AND RETENTION:

A. Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought.

B. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to

Contractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

C. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Contract. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

D. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit G (Terms and Conditions). Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

E. All patient records shall be kept for whichever time period listed below is longer:
   i. a minimum of 10 years from the term end date of the State contract under which this contract is funded or.
   ii. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
   iii. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
   iv. until the patient's 28th birthday, if the patient was treated and discharged while they were a minor.

F. If Contractor ceases to provide the services required by this Contract for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

G. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Contract available for inspection, examination, and copying by the Director of Trinity County Department of Behavioral Health Services ("Director") and or his/her designee, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

H. Any failure or refusal by Contractor to permit access to any books, records, or facilities or other information required to be provided to the County, State and/or the Federal government by this Contract and/or the State Contracts shall constitute an express and immediate breach of this Contract.

I. This section shall survive the termination or completion of this Contract for the full period of time allowed by law.

XV. AUDITS:

A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for **10 years** from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).)

Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files,

subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Contract, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Contract.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend seven hundred fifty thousand dollars ($750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (2 CFR part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

   Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Contract expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Contract and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

   In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(11), W&I Code shall apply.

   County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor. Method of repayment is detailed in Exhibit B.

XVI. REPORTS: Contractor shall submit to County the listed reports in Exhibit E (Reports) attached hereto. Contractor shall make further reports as may be reasonably requested by TCBHS, the State/and or the Federal Government concerning Contractor's activities as they affect the services and obligations required by this Contract. All reports must be submitted as prescribed by this Contract or otherwise reasonably requested by Director.

XVII. TERM OF AGREEMENT: This Contract shall commence on July 1, 2022, and shall terminate on June 30, 2025, unless earlier terminated pursuant to the terms herein.

XVIII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., California Information Practices Act of 1977 (California Civil Code §§1798 et seq.), 42 U.S.C. §1320d, and 45 Code of Federal Regulations Parts 160, 162, 164 and 205,and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 ("Part 2 Regulations"). In addition, Exhibit H (Information Confidentiality and Security Requirements) is hereby incorporated herein.

B. Contractor shall comply with the terms of the Exhibit H (Information Confidentiality and Security Requirements) attached hereto.

C. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration ("SSA"), Contractor must comply with the following specific sections of the Information Exchange Agreement ("IEA") between SSA and DHCS: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personal 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 SSA, as detailed in Exhibit I hereto.

D. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations, and the privacy and security requirements of Exhibit C attached hereto.

E. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining

to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

XIX. TITLE: It is understood that any and all documents, information, computer disk(s), and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disk(s), and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk(s) any information or documents stored on hard drive and provide County with said disk(s).

XX. TERMINATION:

A. Should either party fail to substantially perform its obligations in accordance with this Contract, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Contract. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Contract upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Contract. In addition, where applicable, pursuant to the State Contract and 42 CFR §438.230(c)(1)(iii), where the California Department of Health Care Services determines that Contractor has not satisfactorily performed the services herein, the Contract may be terminated pursuant to the procedures set forth herein.

B. This Contract is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Contract. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Contract, the County may terminate this Contract by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Contract. If the County terminates the Contract pursuant to this subparagraph, the County will pay Contractor in accordance with this Contract for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

C. The County may terminate this Contract upon ten (10) days written notice to the Contractor in the event that Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or

Medi-Cal program.

D. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Contract jeopardize the health, safety, or welfare of any person, then County may terminate this Contract immediately upon written notice served upon the Contractor.

E. If this Contract is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

XXI. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXII. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties hereto.

XXIII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.

XXV. STATE CONTRACT: The Contractor acknowledges that this Contract is subject to the requirements of the State Contract and agrees that this Contract shall be governed by, and construed in accordance therewith.

XXVI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County and the California Department of Health Care Services and their respective officers, agents and employees harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's or the California Department of Health Care Services negligence or willful misconduct.

XXVII. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including, but not limited to, the Health Insurance Portability and Accountability Act and all applicable Medicaid laws and regulations, and applicable sub-regulatory guidance and contract provisions pursuant to 42 CFR §438.230(c)(2). Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit "C", which is hereby incorporated by reference.

Contractor shall have a process in place to verify that Providers of Medi-Cal services are not on the Office of Inspector General (OIG) Exclusion List, the Medi-Cal List of Suspended or Ineligible Providers, the Excluded Parties List System, or the SSA's Death Master File. (Note: Federal health care programs under CFR, title 42, section 1128 or section 1128A of the Social Security Act or CFR, Title 42, section 438.214.) Contractors will monitor their staff monthly, using the OIG Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, Excluded Parties List System and the SSA's Death Master File, and will notify the County within 30 days if there is a finding pursuant to this section.

Contractor acknowledges that when monitoring activities identify areas of non-compliance, the DHCS shall issue reports to the relevant party detailing findings, recommendations, and corrective action. Cal. Code Reg., tit. 9, § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

XXVIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIX. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXX. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXXI. ATTORNEYS' FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXII. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

TRINITY COUNTY BEHAVIORAL HEALTH
P.O. BOX 1640
WEAVERVILLE, CA 96093
trinbhsfiscal@trinitycounty-ca.gov

Notices shall be given to Contractor at the following address:

CRESTWOOD BEHAVIORAL HEALTH, INC
ATTN: CONTRACTS DIVISION
520 CAPITAL MALL, # 800
SACRAMENTO, CA 95814

XXXIII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract.

Exhibit A	Services to be Provided by Contractor
Exhibit B	Compensation or Fees to be paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement
Exhibit D	Providers Disclosure of Ownership
Exhibit E	Reports
Exhibit F	Medi-Cal Requirements
Exhibit G	Terms and Conditions
Exhibit H	Information Confidentiality and Security Requirements
Exhibit I	Information Exchange Agreement between the Social Security Administration and the California Department of Health Care Services

The County and Contractor shall comply with all the terms and conditions set forth in these Exhibits and attachment(s). In the event of any conflict between any of the provisions of this Contract (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

[Signature page to follow on next page]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors

Date: 07/19/2022

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Ryan Roe, Interim Human Resources/Risk Management Director

CONTRACTOR:

By: _____
Name: Elena Mashkevich
Title.: Executive Director of County Contracts

Date: 07/25/2022

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors

Date: 07/19/2022

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Ryan Roe, Interim Human Resources/Risk Management Director

CONTRACTOR:

By: See Attached
Name: _____
Title.: _____

Date: _____

EXHIBIT A
SERVICES TO BE PROVIDED BY CONTRACTOR

IMD Admissions/Basic Services Statement

1. CONTRACTOR shall admit patients with DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors is a determining factor to be negotiated on an individual patient basis between COUNTY and CONTRACTOR. The COUNTY may grant individual exceptions to these admission criteria. It is agreed by COUNTY and CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization described in Exhibit "B".

2. It is agreed by both CONTRACTOR and COUNTY that the basic services level (the minimum array of services provided to IMO residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with county staff. It is further agreed by the CONTRACTOR that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming.

3.
   a) The CONTRACTOR agrees to use complete numeric DSM Codes, in addition to written descriptions, which are found in the DSM-V Diagnoses and Codes Book, supplied by the American Psychiatric Association.
   b) The CONTRACTOR shall forward all discharge paperwork to the COUNTY no later than 14 days from the client's discharge date.

Service Location(s)

Service locations/facilities are listed in Exhibit B, Terms of Payment and are under Legal Entity Number 00949. Services rendered pursuant to this Agreement may be provided at one or more of the listed locations/facilities. As needed, and upon COUNTY'S request, services may also be provided by this Legal Entity at locations/facilities not listed.

Purpose and Target Population

Provide Basic and Enhanced services to Seriously Mentally Ill adults in need of 24-hr. care in an IMD or similar setting. Services under this agreement include but are not limited to Skilled Nursing Facility (SNF), Mental Health Rehabilitation Center (MHRC), Institutes for Mental Disease (IMO), Psychiatric Hospital Facility (PHF), and Community Care Center (CCC) services.

Definition

A. Institution for Mental Disease: CCR Title 9, Division 1, Section 1810.222.1

"Institution for Mental Diseases" means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental disorders, including medical attention, nursing care, and related services.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Title 42, United States Code, Section 1396d(a) and (i).

A. Discharge Planning

Discharge Planning will begin at the point at which Contractor or Contractor's Subcontractor is first notified of an impending and/or emergency referral from County. Contractor or Contractor's Subcontractor will immediately notify County when a County Responsible Patient becomes ready for discharge and notify County that it must make transportation arrangement for the Eligible Patient. In addition, hospital discharge planning staff will contact TCBHS staff for coordinated discharge planning efforts and provide discharge summary to TCBHS within five (5) working days. Upon discharge, Contractor may provide written medication prescription that can be filled on a case by case basis and can be filled by the beneficiary's current insurance plan.

EXHIBIT B
COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

A. METHOD OF PAYMENT

a. If applicable, Contractor shall determine if a client has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted, or if a Medi-Cal or EPSDT only provider, bill accordingly. Contractor shall use due diligence in determining and collecting client and third-party payments.

b. Contractor shall submit a monthly claim using the HCFA form 1500 or equivalent. The monthly claim will summarize the services provided during the previous month. Contractor shall provide all required supporting documentation which may include, but not necessarily limited to, written authorization for services, daily transactions certified by the individual service provider(s), progress notes, actual units of time and units of service, Medi-Cal swipes, approved Treatment Authorization Requests (TAR), explanation of benefits by other health care carrier, time sheets, labor distribution, general-ledger printouts, and costs per line item, which must be retained for audit purposes.

c. Contract shall submit such claims for payment to the County within forty-five (45) days of discharge. Claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted to County no later than sixty-five (65) days after completion of the month in which services were rendered.

B. RATES FOR FISCAL YEAR 2022-2023. Rates for future years will be updated via amendment as agreed upon by both County and Contractor.

c. ***SNF/STP - IMD Designation***	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**243.40**	28.00 51.00 67.00 129.00 Negotiated

SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00

		Negotiated
Crestwood Manor - Fremont	Medi-Cal Published Rate	28.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	36.00
NPI - 1902828403		67.00
		106.00
		154.00
		Negotiated

SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center	Medi-Cal Published Rate	154.00
Fremont SNF - 1120	*Indigent/Medi-Cal Ineligible	Negotiated
NPI - 1942228838		

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers

Crestwood Center	Level 1	389.00
Sacramento MHRC - 1106	Level 2	354.00
NPI - 1356411656	Level 3	321.00
Crestwood Behavioral Health Ctr	Level 1	424.00
San Jose MHRC - 1107	Level 2	340.00
NPI - 1376623256	Level 3	331.00
Crestwood Behavioral Health Ctr		334.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	720.00
Bakersfield MHRC - 1115	MIST	450.00
NPI - 1275610800	Level 1	389.00
	Level 2	354.00
	Level 3	319.00
Crestwood C.E.N.T.E.R.	Level 1	380.00
Angwin MHRC - 1116	Level 2	302.00
NPI - 1316024953	Level 3	249.00
Kingsburg Healing Center	Level 1	494.00
Kingsburg MHRC - 1140	Level 2	437.00
NPI – 1073989661	Level 3	375.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00
Vallejo MHRC - 1141	Level 2	332.00
NPI - 1508935834	Level 3	294.00
	Level 4	276.00
Crestwood San Diego	Level 1	469.00
San Diego MHRC - 1154	Level 2	402.00
NPI - 1295146934	Level 3	334.00

	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is $8.93 for CY2022

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***	***Room and Board/Per Diem for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych	1,040.00	1,190.00

Health Facility
Sonoma PHF - 1175
NPI - 1043848831

Adult Residential Facilities/Social Rehabilitation Center	***Patch/Enhancement Per Day***
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	165.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	165.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	182.00

a. Final compensation to Contractor shall be at the actual rate and the total compensation shall not exceed maximum payable set forth in Section V of this Agreement.
b. Claims submitted one hundred eighty (180) days after the date of service will be denied in accordance with State of California regulations concerning timely submission.

D. **DISALLOWANCES**

a. Any credible allegation of fraud will be investigated in accordance with 42 CFR 438.608(a)(8). Should any TCBHS staff member suspect the claim/invoice is fraudulent, staff will notify the Director and bring the claim/invoice forward for review. TCBHS will inquire with the Contractor and/or the Medi-Cal beneficiary to determine if the claim/invoice generate reflects actual services provided and/or received. Until the investigation is complete, County shall deny payment to the Contractor.
b. County will demand repayment from Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
c. Any such disallowance related to the current term of this agreement will be due and payable within thirty (30) days of the dated invoice from the County.

EXHIBIT C
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
c. Designated Record Set. "Designated Record Set" shall mean:
   (1) A group of records maintained by or for a covered entity that is:
      a. The medical records and billing records about individuals maintained by or for a covered health care provider;
      b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
      c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
   (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

a. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement of which it becomes aware.
e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
    b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
    c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
c. Effect of Termination.
    a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
    b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.

(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.

(b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.

(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2 and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
d. Assistance in Litigation or Administrative Proceedings. Each party shall make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Agreement, available to the State or DHCS at no cots to the State or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the State or DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the party, except where the party or its subcontractor, employee or agent is a named adverse party.

EXHIBIT D
PROVIDER'S DISCLOSURE OF OWNERSHIP

CONTRACTOR will provide the ownership disclosure statement referenced herein as "Attachment "A", Information Regarding Officers, Owners and Stockholders" prior to the Effective Date of this agreement and on an annual basis, upon any change in information, and upon request, if required by law or by Trinity County Behavioral Health Services. Legal requirements include but are not limited to Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106.

A. Pursuant to 42 C.F.R. § 455.104, all County subcontractors/network providers must disclose ownership information set forth in in subsection B(1).
B. The County's Provider must be required to submit updated disclosures to the County upon submitting the provider application, before entering or renewing contracts, and within 35 days after any change in the Provider's ownership or upon request of the County.
    a. Disclosures to be Provided:
        i. The name and address of any person (individual or corporation) with an ownership or control interest in the Provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
        ii. Date of birth and Social Security Number (in the case of an individual);
        iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Provider, of five percent [5%] or more interest);
        iv. Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other Provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider has a five percent [5%] or more interest is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling ;
        v. The name of any other disclosing entity in which the Provider or subcontractor has an ownership or control interest; and
        vi. The name, address, date of birth, and Social Security Number of any managing employee of the Provider.

Attachment A

Information Regarding Officers, Owners and Stockholders

List the names of the officers, owners, stockholders or any relatives owning more than five percent (5%) of the stock issued by Contractor, and/or major creditors holding more than five percent (5%) of the debt of the Contractor. (Title 22, CCR, Section 53250).

James M. Dobbins Revocable Trust

Lytal Family Trust

Matthew Dobbins 2015 Irrevocable Trust

Derek Dobbins 2015 Irrevocable Trust

Jane L. Moad Trust

Tokunaga-Moad Trust

I certify that all persons employed by this company and who own more than five percent (5%) of this company or own more than five percent (5%) of the stock issued by this company, are listed above. I further certify that all creditors holding more than five percent (5%) of the debt of this company are listed above.

Clara Mashkevich	Executive Director of County Contracts	Jul 25, 2022
Signature	Title	Date

EXHIBIT E
REPORTS

Contract shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by these Agreement or as otherwise reasonably requested by the Director.

A. Practitioner Information Report:
   a. Practitioner ID Request Form
      This form is applicable for those service rendering providers who will bill the County for Medi-Cal eligible professional services.

      A complete Practitioner ID Request Form, which is available on the Trinity County Behavioral Health website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

      Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NP! printout. The NPI printout may be accessed at: https://nppes.cms.hhs.gov/NPPES/NPIRegistryHome.do.

      The Practitioner ID Request form and accompanying documentation must be submitted to ADMH for approval prior to first day of service. Submit these reports electronically via email to staff identified on the Practitioner ID Request Form.

B. Fiscal Year Annual Reports:
   a. Certified Mental Health Cost Report
      Due date: October 31, following the completion of a fiscal year.

   b. Certified Audited Financial Reports
      Due date: July 31, following the completion of two fiscal years, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health Cost Report.

   All annual reports, with the exception of Certified Mental Health Cost Report, shall be submitted electronically via email to staff identified on report request.

   The Certified Mental Health Cost Report shall be sent via mail to:
   Trinity County Behavioral Health Services
   PO Box 1640
   Weaverville, CA 96093
   Attn: Cost Report

C. Below is a list of required hospitalization reports and documentation.
   a. Required Reports/Documentation for Hospitalizations for Trinity County Medi-Cal Beneficiaries
      a. TAR and Face Sheet
      b. Signed and dated Discharge Summary

c. Signed and dated History and Physical and/or Signed Psychiatric Evaluation
d. Signed and dated MD/PA/NP Progress Notes
e. Signed and dated RN/LVN/LPT Progress Notes
f. Other progress notes that may be part of the chart
g. Labs, including toxicology screen
h. Medication record
i. Copy of the 5150

These reports and documentations shall be due within fourteen (14) days after discharge and sent to:
Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093
Attn: Medical Records

b. Required Reports/Documentation for Hospitalizations for Trinity County Indigent Beneficiaries
   a. Face Sheet
   b. HCFA form 1500 or equivalent
   c. Signed and dated Discharge Summary
   d. Signed and dated History and Physical and/or Signed Psychiatric Evaluation
   e. Signed and dated MD/PA/NP Progress Notes
   f. Signed and dated RN/LVN/LPT Progress Notes
   g. Other progress notes that may be part of the chart
   h. Labs, including toxicology screen
   i. Medication record
   j. Copy of the 5150

These reports and documentations shall be due within fourteen (14) days after discharge and sent to:
Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093
Attn: Med Records

c. Required Reports/Documentation for Hospitalizations for Beneficiaries of the Trinity CSMP
   a. TAR and Face Sheet
   b. Signed and dated Discharge Summary
   c. Signed and dated History and Physical and/or Signed Psychiatric Evaluation
   d. Signed and dated MD/PA/NP Progress Notes
   e. Signed and dated RN/LVN/LPT Progress Notes
   f. Other progress notes that may be part of the chart
   g. Labs, including toxicology screen
   h. Medication record
   i. Copy of the 5150

These reports and documentations shall be due within fourteen (14) days after discharge and sent to:
Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093
Attn: Med Records

EXHIBIT F

MEDI-CAL REQUIREMENTS

A. PROVIDER CERTIFICATION

a. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division I, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

b. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential prerequisite of this Agreement. Contractor represents and warrants that it is currently certified to participate in the Medi-Cal program, and that it will be and remain certified to participate in the Medi-Cal program throughout the term of this Agreement. Should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

c. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

   i. MHP must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.

   ii. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

   iii. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

B. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Trinity County Medi-Cal beneficiary, track authorizations, and include only those service units with

authorized daily transactions together with the beneficiary name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims.

Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

C. PATIENT RIGHTS

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part I, Chapter 2, Article 7, Section 5325.1.

a. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CPR), Chapter IV, Subchapter C, Part 438, Subpart F, " Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service- related issue.
b. Contractor's beneficiary problem resolution processes shall also comply with the State Contracts.
c. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients' Rights Advocate or Quality Improvement Program.
d. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake:
    i. State DMH Beneficiary Handbook titled "Guide to Medi-Cal Mental Health Services" describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.
    ii. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number O1-07.
    iii. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
    iv. County Mental Health Plan Directory. This may be accessed at https://www.trinitycounty.org/Behavioral-Health.
e. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.
f. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processed if such

processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

g. Contractor shall keep a log of all grievances and appeals, which shall contain:
   i. Beneficiary's name
   ii. Grievant or Appellant's Name, if different from Beneficiary
   iii. Date of receipt of grievance or appeal
   iv. Nature of the problem
   v. Final disposition of the problem or documented reason why there is not a final disposition of the problem
   vi. The date the decision was given to the Beneficiary and to grievant or appellant, if difference from Beneficiary

   Contractor shall forward the above information regarding any grievance to the County as it occurs.

h. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

D. MEDICAL NECESSITY CRITERIA

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information is in the Clinical Documentation Guide. Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be denied. The following documentation is recommended for submission with all Treatment Authorization Requests (TARs) to substantiate medical necessity:

a. Psychiatric Admission History
   i. Must be completed within 24 hours of admission.
   ii. Must include reason for hospitalization and an included inpatient mental health diagnosis.
   iii. Other components may include: History of Present Illness, Social History, Past Psychiatric History, Review of Systems, Mental Status Exam, and Assessment/Plan.

b. History and Physical
   i. Should be completed prior to or at time of admission for medical clearance/stability.
   ii. Components may include: Reason for review, review of systems, vitals, physical exam, labs and diagnostics, assessment/plan, and if patient is cleared for psychiatric unit admission.

c. Treatment Plan
   i. Must be completed within 72 hours of admission; if a hospital stay is less than 72 hours, a treatment plan is not required.
   ii. Must include a covered inpatient mental health diagnosis.
   iii. Must include interventions and frequencies.
   iv. Must be signed by all participants, including the patient.

d. Progress Notes
   i. Each note must meet medical necessity on its own.
   ii. It is recommended that a physician's progress note be completed for each day of service; however, if no physician note is submitted, or does not

independently meet medical necessity, it is necessary to review nursing and/or other staff notes to establish necessity.

e. Discharge Summary
   i. Must include a covered inpatient mental health diagnosis; the diagnosis on the discharge summary is used to establish medical necessity throughout the chart.
   ii. If the diagnosis changes at any point during a hospitalization, the date(s) on which the change occurs should be documented with supporting clinical information.

E. PROGRAM INTEGRITY

a. Compliance Program

The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

i. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
ii. Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
iii. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
iv. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
v. Effective lines of communication between the CO and the organization's employees.
vi. Enforcement of standards through well-publicized disciplinary guidelines.
vii. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a)(l).)

b. Fraud Reporting Requirements

The Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:

i. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)

ii. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
iii. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a)(3).)
iv. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a)(4).

If the Contractor identifies an issue or receives notification of a compliant concerning an incident of potential fraud, waste or abuse, in addition to notifying the County, the Contractor shall conduct and internal investigation to determine the validity of the issue/compliant, and develop and implement corrective action, if needed.

The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about the rights of employees to be protected as whistleblowers. (42 CFR 438.608(a)(6).)

The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider where there is a credible allegation of fraud.

c. **Service Verification**
Pursuant to 42 CFR 438.605(a)(5), the Contractor shall implement and maintain arrangements or procedures to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. Upon request, Contractor shall make this method and sample work available to the Director or his/her designee.

d. **Required Disclosures**
As delineated in Exhibit D of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents and individual providers, information regarding five percent (5%) or more ownership interest, persons convicted of crimes and/or business transactions.

EXHIBIT G
TERMS AND CONDITIONS

A. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

1. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.
2. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligible), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and other applicable regulations that govern the claiming and reimbursement of such services.

B. CULTURAL COMPETENCY

1. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

2. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

3. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

4. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

5. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

6. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to http://minorityhealth.hhs.gov (US Department of Health and Human Services Office of Minority Health).

7. Language Access and Translation Requirements
   i. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.4JO(a)(3).)
   ii. Contractor shall comply with the linguistic requirements included herein.
   iii. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)
   iv. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)
   v. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)
   vi. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.I0(d)(S)(i) & (iii); 9 CCR§ 1810.410(e)(4).)
   vii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.IO(d)(2).)
   viii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 CFR § 438.10(d)(3).)
   ix. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)
   x. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

C. **CLINICAL REVIEW AND/OR PROGRAM EVALUATION**
Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable Federal, State and County laws, regulations, and directives.

Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit C.

D. **ADMISSION POLICIES AND PATIENTS' RIGHTS**

Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.

Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.

No provision of this Agreement shall be construed to replace or conflict with the duties of County patients' rights advocates described in Section 5520 of the California Welfare and Institutions Code.

E. **DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

Contractor shall verify that each of its principals or affiliates, including but not limited to officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor

shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

By signing this Agreement, the Contractor 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.

By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
iii. 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
iv. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
v. 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.
vi. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

F. **FALSE CLAIMS ACT**

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

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

G. **COST SETTLEMENT**

If the Contractor provides mental health services as defined in California Code of Regulations (CCR) Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July I through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short- Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July I through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

In the event that Contractor's per unit rates in the Cost Report are less that the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Director.

Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.

Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.

The Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.

County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.

Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.

Method of repayment, either due from the County to Contractor or vice versa, is detailed in Exhibit C.

H. **ADVANCE DIRECTIVE**

Contractor agrees to comply with the County's policies and procedures on advance directives.

Exhibit H
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals to be private, unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

      Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. 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. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly

transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI 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.

6. The Contractor shall observe the following requirements:

   A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. 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, Including at a minimum the following safeguards:

   1) 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 PSCI, 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 PSCI 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 PSCI. 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 PSCI, 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.

2) **Technical Security Controls**

a. ***Workstation/Laptop Encryption.*** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk encryption unless approved by the DHCS Information Security Office.

b. ***Server Security.*** Servers containing unencrypted DHCS PSCI 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 PSCI required to perform necessary business functions may be copied, downloaded, or exported.

d. ***Removable Media Devices.*** All electronic files that contain DHCS PSCI 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 128-bit or higher, such as AES.

e. ***Anti-virus Software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI 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 PSCI 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 PSCI. 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 PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88,

Guidelines for Media Sanitization such that the PSCI cannot be retrieved. ***System Timeout.*** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

i. ***Warning Banners.*** All systems providing access to DHCS PSCI 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.

j. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. 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 PSCI 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 PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. ***Transmission Encryption.*** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.

n. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI 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 DHCS PSCI 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 PSCI must have a routine procedure in place to review system logs for unauthorized access.

c. ***Change Control.*** All systems processing and/or storing DHCS PSCI 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. ***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 PSCI 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 PSCI to maintain retrievable exact copies of DHCS PSCI. 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 PSCI, should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) **Paper Document Controls**

a. ***Supervision of Data.*** DHCS PSCI 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 who is authorized to access the information. DHCS PSCI 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 PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.

c. ***Confidential Destruction.*** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. ***Removal of Data.*** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.

e. ***Faxing.*** Faxes containing DHCS PSCI 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 PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of

DHCS PSCI 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.

B. ***Security Officer.*** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to **DHCS:**

(1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the 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 the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment, and;
2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. ***Investigation of Breach.*** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI.

If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.

E. ***Written Report.*** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. ***Notification of Individuals.*** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS 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 ICSR exhibit.

Agreement - Crestwood FY 22-25 22-108 Needs Signature

Final Audit Report 2022-07-25

Created:	2022-07-25
By:	Crystal Bennett (cbennett@trinitycounty-ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1WBa46klTenPJBybdcFdjahWrTPsUSiF

"Agreement - Crestwood FY 22-25 22-108 Needs Signature" History

Document created by Crystal Bennett (cbennett@trinitycounty-ca.gov)
2022-07-25 - 3:46:51 PM GMT- IP address: 208.74.108.228

Document emailed to Elena Mashkevich (elena.mashkevich@cbhi.net) for signature
2022-07-25 - 3:50:05 PM GMT

Email viewed by Elena Mashkevich (elena.mashkevich@cbhi.net)
2022-07-25 - 5:26:11 PM GMT- IP address: 66.81.230.162

Document e-signed by Elena Mashkevich (elena.mashkevich@cbhi.net)
Signature Date: 2022-07-25 - 5:41:51 PM GMT - Time Source: server- IP address: 66.81.230.162

Agreement completed.
2022-07-25 - 5:41:51 PM GMT

Adobe Acrobat Sign

AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 22-108.1)
BETWEEN
THE COUNTY OF TRINITY
AND
CRESTWOOD BEHAVIORAL HEALTH, INC.

WHEREAS, a Contract was entered into the 22nd day of May, 2022, amended on the 3rd day of October, 2022 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **CRESTWOOD BEHAVIORAL HEALTH** ("Contractor"), to provide **mental health services for the mentally disordered pursuant to the provision of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California Legislature; and**

WHEREAS, the Contract provides for a termination date of June 30, 2025; and

WHEREAS, the parties wish to:

1. Amend Exhibit B, Compensation or Fees to be paid to Contractor to include rates for the 2023/2024 Fiscal Year per the attached Rate Sheet; and

2. Rates for Fiscal Year 2023/2024 become effective on July 1st, 2023; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Exhibit B is amended to include the rates for the 2023/2024 Fiscal Year. Rate sheet is attached.

2. Fiscal Year 2023/2024 rates take effect on July 1st, 2023.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 17th day of January 2023.

COUNTY OF TRINITY:

By: _____
Jill Cox, Chairman
Trinity County Board of Supervisors

Date: _____

CONTRACTOR:

By: _____
Name: Elena Mashkevich
Title: Executive Director

Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Letty Garza, Interim Director
Human Resources/Risk Management

SNF/STP - IMD Designation	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$256.00**	$29.00 $54.00 $70.00 $135.00 Negotiated

SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$41.00 $43.00 $69.00 $100.00 $134.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$47.00 $69.00 $100.00 $134.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$37.00 $69.00 $110.00 $159.00 Negotiated

SNF	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$159.00 Negotiated

Mental Health Rehabilitation	***Room and Board/Per Diem****

Centers

Crestwood Center	Level 1	$403.00
Sacramento MHRC - 1106	Level 2	$366.00
NPI - 1356411656	Level 3	$332.00
Crestwood Behavioral Health Ctr	Level 1	$439.00
San Jose MHRC - 1107	Level 2	$352.00
NPI - 1376623256	Level 3	$343.00
Crestwood Behavioral Health Ctr	Level 1	$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$745.00
Bakersfield MHRC - 1115	Level 1	$403.00
NPI - 1275610800	Level 2	$366.00
	Level 3	$330.00
Crestwood C.E.N.T.E.R.	Level 1	$393.00
Angwin MHRC - 1116	Level 2	$313.00
NPI - 1316024953	Level 3	$261.00
Kingsburg Healing Center	Level 1	$511.00
Kingsburg MHRC - 1140	Level 2	$452.00
NPI – 1073989661	Level 3	$388.00
Crestwood Recovery and Rehab	Level 1	$405.00
Vallejo MHRC - 1141	Level 2	$344.00
NPI - 1508935834	Level 3	$304.00
	Level 4	$290.00
Crestwood San Diego	Level 1	$504.00
San Diego MHRC - 1154	Level 2	$432.00
NPI - 1295146934	Level 3	$360.00

- *****The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

- Bedhold - same as last inhouse level/rate.

Mental Health Rehabilitation Centers		***Room and Board/Per Diem****
Crestwood Chula Vista	Level 1	$504.00
Chula Vista MHRC - 1164	Level 2	$432.00
NPI - 1023495181	Level 3	$360.00
San Francisco Healing Center	Level 1	$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	$504.00
Fallbrook Healing - 1167	Level 2	$432.00
NPI - 1639738297	Level 3	$360.00
Champion Healing Center	Level 1	$560.00
Lompoc Healing Center - 1170	Level 2	$474.00
NPI - 31487282273	Level 3	$393.00

- *****The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

- Bedhold - same as last inhouse level/rate.

- ***Psychiatric Health Facilities***	***Room and Board/Per Diem****	***Room and Board/Per Diem for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$997.00	$1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$997.00	$1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,164.00	$1,264.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,044.00	$1,144.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	$1,074.00	$1,174.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,092.00	$1,192.00

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Facilities*	***County Supplemental Rate***
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	$229.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$173.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	$231.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$173.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$162.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	$226.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	$228.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$173.00
Hummingbird Healing House San Diego - 1168 NPI – 1992206734	$189.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Social Rehabilitation Facility	***Room and Board/Per Diem****
Freise Hope House Bakersfield - 1132 NPI # 1124479845	$483.00

- * The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

- Bedhold - same as last inhouse level/rate.

TRINITY COUNTY
Item Report 2.4

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Behavioral Health Services	Connie Cessna Smith	530-623-1362

Resolution: CCE Preservation Funds

Requested Action:

Adopt a resolution authorizing the Director of Behavioral Health, or her/his designee, to sign any application, agreement, subsequent amendment or other necessary documents to apply for and receive funding from Community Care Expansion (CCE) Preservation Funds.

Fiscal Impact:

No impact to the General Fund; up to $400,000 in funding for Behavioral Health.

Summary:

The California Department of Social Services (CDSS) Housing and Homelessness Division (HHD) is happy to announce an additional, one-time $55 million appropriation for Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds. The CCE Preservation Funds can be used to preserve existing licensed residential adult and senior care facilities currently serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness

Alternatives Including Financial Implications:

Deny the request and provide direction to staff.

Departmental Recommendation:

Approve as requested.

ATTACHMENTS:

Description
Information on CCE Funds
CCE Preservation Award Notice
Resolution - CCE Preservation Funds

Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE EXPANSION PROGRAM: PRESERVATION OPERATIONAL SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021); Welfare and Institutions Code (WIC) Section 18999.97; Senate Bill (SB) 129 (Chapter 69, Statutes of 2021)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

I. PROGRAM BACKGROUND

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of $805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of $195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the "prioritized population" of qualified residents who are experiencing or at risk of homelessness (WIC sections 18999.97(c)(1) and (2)).

The $195 million Preservation Funds comprise $55 million in state general funds for preservation operating subsidy payments and $140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to Section II: Allocation and Budget for additional information on the funding available for each of these eligible uses and expenditure deadlines.

California State Priorities

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, $570 million is available for the CCE Capital Expansion Program through a joint Request for Applications alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

CCE Capital Expansion funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the Improving California's Infrastructure website for more information on CCE Capital Expansion funds.

II. ALLOCATION AND BUDGET INFORMATION

Funding Availability

The CCE Preservation Funds identified in this letter total $195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by regional centers are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** $55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to Sections 101 and 201 for more information on OSPs.
- **Capital Projects (CP):** $140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to Sections 102 and 202 for more information on CPs.

Funding and match requirements are as follows:

Purpose	Match	Funding Source and Expenditure Timeline	Amount
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	$140,000,000
Total CCE Preservation Funds			**$195,000,000**

Federal and State Expenditure Timeline

Of the $195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

Allocation Methodology

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in Section 206. A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to “Process to Accept CCE Preservation OSP and/or CP Funds” below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by regional centers). However, a base allocation of $200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact cce.preservation@ahpnet.com no later than July 15, 2022.

Refer to Section 206 to review the counties that fall into this category, as indicated by an asterisk.

Allocations and Awards Timeline

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director's Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director's Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

Process to Accept CCE Preservation OSP and/or CP Funds

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

Counties must accept or decline funds via the Director's Certification in the web portal by July 15, 2022. Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

Award Announcement and Contract

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

III. PROGRAM ADMINISTRATION

Summary of Program Requirements

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with CCLD at CDSS.
- Maximize funds for preservation of licensed facilities serving qualified residents and the prioritized population and limiting county administrative costs to 10 percent or less.

- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

Technical Assistance

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting cce.preservation@ahpnet.com.

Additional information about AHP and CCE is available at https://www.buildingcalhhs.com.

IV. QUESTIONS AND ADDITIONAL INFORMATION

Contact cce.preservation@ahpnet.com with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022); an announcement will be forthcoming, following the release of this letter.

Community Care Expansion Preservation

Operating Subsidy Payment and Capital Projects

Notice of Funding Availability

Contents

Article I – Program Overview 9
Section 101 – Preservation OSP 9
Section 102 – Preservation CP 11
Article II – Eligible Recipients and Expenditures 11
Section 201 – Preservation OSP Eligible Recipients 11
Section 202 – Preservation CP Eligible Recipients 12
Section 203 – Ineligible OSP or CP Recipients 14
Section 204 – Facility Prioritization Criteria 14
Section 205 – Eligible/Ineligible Expenditures 15
Section 206 – County Allocations 17
Article III – County Program Implementation Requirements 18
Section 301 – County Implementation Plan 18
Section 302 – Fund Disbursement 19
Section 303 – Preservation Capital Projects Funding Match 24
Section 304 – Service Use Terms 25
Article IV – Preservation Program Requirements 25
Section 401 – Data Collection and Reporting 25
Section 402 – Monitoring and Program Oversight 26
Article V – Authorizing and Applicable Law 27
Section 501 – Federal and State Program Requirements 27
Section 502 – Collaboration, Racial Equity, and Fair Housing 30
Key Definitions 31
Acronyms 33
Addendum A 33
Examples of CCE CP Fund Disbursement Procedures 33

Article I – Program Overview

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the prioritized population of qualified residents who are experiencing or at risk of homelessness.

Section 101 – Preservation OSP

The intent of the OSP funds is to provide operating subsidies to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a regional center are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in Section 205.

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a qualified resident that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least $1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than $1,000 per bed for qualified residents. For example, if the monthly amount is set at $1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of $4,000 in OSP funds that

month. If in the next month there are only three beds occupied by qualified residents, the facility would receive $3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by qualified residents, then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with Welfare and Institutions Code (WIC) section 18999.97, facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at cce.preservation@ahpnet.com.

Note: OSP must be used to cover the facility's operating deficits. SSI/SSP or CAPI recipients may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the recipient's payment to the facility or supplement their board/room charge.

Section 102 – Preservation CP

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in Section 205.

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

Article II – Eligible Recipients and Expenditures

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in Section 302. If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in Sections 302 and 402, respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in Section 301.

Section 201 – Preservation OSP Eligible Recipients

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new qualified residents, including the prioritized population.

To receive OSP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one qualified resident;
3. Be in good standing with the Community Care Licensing Division (CCLD) or certify that the capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations; and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in Article II as well as the program requirements outlined in Article IV and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with WIC section 18999.97(f), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in Section 401.

Section 202 – Preservation CP Eligible Recipients

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve qualified residents and the prioritized population.

To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one qualified resident;
3. Be in good standing with CCLD or certify that the capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations; and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in Article II, as well as the program requirements outlined in Article IV and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of $250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in Section 401.

Section 203 – Ineligible OSP or CP Recipients

Facilities vendored by regional centers are not eligible for OSP or CP funds.

Section 204 – Facility Prioritization Criteria

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for qualified residents and the prioritized population. Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of qualified residents served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.

Section 205 – Eligible/Ineligible Expenditures

A. County Uses for OSP and CP:

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

B. Eligible OSP Facility Costs:

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to Section 101 for more information about how to determine a facility's OSP.

C. Excluded OSP Facility Costs:

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

D. Eligible CP Facility Costs:

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

E. Excluded CP Facility Costs:

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the Improving California's Infrastructure website)
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

Section 206 – County Allocations

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director's Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review Section II for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	$1,519,607	$4,136,116
Alpine	-	-
Amador	$200,000	$200,000
Butte*	-	-
Calaveras	$200,000	$ 200,000
Colusa	-	-
Contra Costa	$1,189,741	$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	$200,000	$534,669
Plumas	-	-
Riverside	$1,779,052	$4,842,283
Sacramento	$2,416,546	$6,577,434
San Benito*	-	-
San Bernardino	$2,787,182	$7,586,243
San Diego	$3,346,842	$9,109,544
San Francisco	$1,497,369	$4,075,588

County	OSP Allocation	CP Allocation
El Dorado	$200,000	$200,000
Fresno	$1,100,789	$2,996,162
Glenn	$200,000	$200,000
Humboldt	$200,000	$200,000
Imperial	$200,000	$413,612
Inyo*	-	-
Kern	$830,224	$2,259,732
Kings	$200,000	$200,000
Lake	$200,000	$200,000
Lassen	$200,000	$200,000
Los Angeles	$19,654,821	$53,497,135
Madera	$200,000	$242,114
Marin	$218,675	$595,197
Mariposa	-	-
Mendocino	$200,000	$200,000
Merced	$200,000	$232,026
Modoc	-	-
Mono	-	-
Monterey	$644,906	$1,755,327
Napa	$200,000	$200,000
Nevada	$200,000	$200,000
Orange	$4,636,655	$12,620,199

County	OSP Allocation	CP Allocation
San Joaquin	$1,337,996	$3,641,800
San Luis Obispo	$200,000	$373,259
San Mateo	$819,105	$2,229,468
Santa Barbara	$263,151	$716,254
Santa Clara	$1,619,679	$4,408,495
Santa Cruz	$478,120	$1,301,363
Shasta	$200,000	$373,259
Sierra	-	-
Siskiyou	$200,000	$200,000
Solano	$574,486	$1,563,654
Sonoma	$340,985	$928,104
Stanislaus	$1,515,901	$4,126,028
Sutter	$544,835	$1,482,949
Tehama	$218,675	$595,197
Trinity	$200,000	$200,000
Tulare	$448,469	$1,220,659
Tuolumne	$200,000	$200,000
Ventura	$563,367	$1,533,389
Yolo	$200,000	$282,466
Yuba	$200,000	$200,000
TOTAL	$54,747,179	$142,488,003

*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vendored by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of $200,000 may be requested by contacting cce.preservation@ahpnet.com by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

Article III – County Program Implementation Requirements

Section 301 – County Implementation Plan

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

Section 302 – Fund Disbursement

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), "subgrantee" refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see Addendum A for examples of various scenarios for CP fund disbursement.

A. Disbursement of OSP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see Section 401)
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per WIC section 18999.97(f), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending $750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance (45 CFR Part 75).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact cce.preservation@ahpnet.com.

B. Disbursement of CP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with State Fiscal Recovery Fund (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending $750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance (45 CFR Part 75).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- Prevailing wage attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at cce.preservation@ahpnet.com.

C. Management of CP Funds with Selected Subgrantees:

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to cce.preservation@ahpnet.com if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.

Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county choses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
    - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
    - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of $1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1720). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

Section 303 – Preservation Capital Projects Funding Match

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost $50,000 could contribute $5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute $5,000 in cash to the project.

Note: Match is not required for OSP funds.

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All "in-kind" amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- ARPA funds granted to counties and cities,
- Local funding,
- Mental Health Services Act funds in the 3-year plan (considered "other local"),

- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

"In-kind" match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

Section 304 – Service Use Terms

For the purpose of this section, "service use terms" means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

Article IV – Preservation Program Requirements

Section 401 – Data Collection and Reporting

A. Data Reports:

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current qualified residents, and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the qualified residents and prioritized population

B. The HUB – Data Reporting System:

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

C. American Rescue Plan Act (ARPA) Data Reporting Requirements:

Counties will be required to follow the U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements. CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

Section 402 – Monitoring and Program Oversight

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

Article V – Authorizing and Applicable Law

Authorizing law for CCE Preservation OSP and CP: Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021

Section 501 – Federal and State Program Requirements

A. ARPA:

Counties will be required to follow the Treasury rules on ARPA uses, data collection, and reporting requirements.

B. Reporting Requirements:

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

C. Prevailing Wage:

All "projects" that receive preservation capital funds over $1,000 must utilize Prevailing Wage Rates as defined by the Prevailing Wage Law (Labor Code section 1720, et seq.). It is the contractor's responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

D. Local Building Codes:

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

E. Reasonable Costs:

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming "reasonable costs" within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

F. Land Use Exemption:

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) (Public Resources Code section 21080) and under section 15268 of Title 14 of the California Code of Regulations (WIC section 18999.97(l); see also CEQA Guidelines).

G. Low-Rent Housing Project Exemption:

In accordance with WIC sections 5960.35(b)(1) and 18999.98, a project funded with a CCE grant shall not be considered a "low-rent housing project," as defined in Section 1 of Article XXXIV of the California Constitution, if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section 50076.5 of the Health and Safety Code, or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section 50079.5 of the Health and Safety Code.
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a "low-income housing project" as defined by Section 1 of Article XXXIV of the California Constitution but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

H. State and Federal Relocation Assistance:

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

result of government-funded projects (California Government Code (GOV) sections 7260-7277; 42 U.S.C. section 4601 et seq.).

Section 502 – Collaboration, Racial Equity, and Fair Housing

A. Collaboration:

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

B. Racial Equity:

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

C. Fair Housing:

Additionally, per Government Code section 8899.50, each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.

Reports

- Racial Inequalities in Homelessness, by the Numbers
- Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings
- A Brief Timeline of Race and Homelessness in America
- Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness

Resources

- Equity-Based Decision-Making Framework
- Framework for an Equitable COVID-19 Homelessness Response
- Advancing Racial Equity through Assessments and Prioritization (HUD)
- California Department of Housing and Community Development's Guidance on Affirmatively Furthering Fair Housing
- California Business, Consumer Services and Housing Agency's Homeless Data Integration System

Key Definitions

Qualified resident: For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

Prioritized population: Qualified residents who are experiencing, or at risk of experiencing, homelessness.

Adult Residential Facility (ARF): "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

Residential Care Facility for the Elderly (RCFE): "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

Residential Care Facility for the Chronically Ill (RCFCI): "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

California Prevailing Wage: The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

Capitalized Operating Subsidy Reserve (COSR [for OSP]): Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

Acronyms

AHP	Advocates for Human Potential, Inc. – CDSS's third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically Ill
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

Addendum A

Examples of CCE CP Fund Disbursement Procedures

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with SFRF requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according the county's approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please

request support in the AHP CCE Preservation Acceptance web portal, or by email at cce.preservation@ahpnet.com. For the purposes of this section, "subgrantee" refers to the facility or entity awarded CCE CP funds.

Scenario #1 – The county establishes the management of each project, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as HOME, the Community Development Block Grant Program (CDBG), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county's existing systems for this project.

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

Scenario #2 – The county contracts with a third party for full management of subgrantee awards

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

Scenario #3 – Subgrantee manages awarded funds

In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

August 15, 2022

Trinity County
Attn: Brian Marshall-Winks, Deputy Director for Business Services
Behavioral Health Services
1450 Main St.
Weaverville, CA, 96093

SUBJECT: Community Care Expansion Preservation Program Award Letter

Dear Deputy Director Brian Marshall-Winks:

Thank you for your interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Preservation Program. CDSS is pleased to inform you that Trinity County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **$200,000** is awarded for the Operating Subsidy Payment (OSP) program
- **$200,000** is awarded for the Capital Project (CP) program

According to the Director Certification submitted by your county, the CCE Preservation Program will be administered by Behavioral Health Services. The Director Certification also indicated that your county could accept additional OSP funds and could not accept additional CP funds, should they become available. Additional information relating to any additional funds will be released under separate cover.

CCE Preservation Program funds must be used consistent with the program guidelines outlined in the Notice of Funding Availability (NOFA) to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

Advocates for Human Potential, Inc. (AHP), the CCE administrative entity will collect an Implementation Plan and issue a Standard Agreement contract. The Standard Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA and the signed Director Certification. The CCE Preservation Program grant award is not

final, and no funding will be disbursed, until a contract has been fully executed, which occurs when the contract is signed by authorized representatives for both Trinity County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed contract may not be reimbursed.

CDSS appreciates your interest and partnership in implementing the CCE Preservation Program. If you have any questions, please contact the AHP team at cce.preservation@ahpnet.com.

Sincerely,

Julie McQuitty
Chief, Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY AUTHORIZING THE DIRECTOR OF BEHAVIORAL HEALTH (OR HER/HIS DESIGNEE) TO APPLY FOR AND RECEIVE COMMUNITY CARE EXPANSION (CCE) FUNDING, AND TO SIGN AN AGREEMENT AND ANY AND ALL SUBSEQUENT AMENDMENTS REGARDING THE FUNDING.

WHEREAS, The CCE program was established by AB 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program provides funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve people receiving or applying for Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.; and

WHEREAS, The CCE Preservation Funds are for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients SSI/SSP or CAPI, including those who are experiencing or at risk of homelessness; and

WHEREAS, The California Department of Social Services (CDSS) Housing and Homelessness Division (HDD) has announced an appropriation for Operating Subsidy Payments for County noncompetitive allocations and Trinity County Behavioral Health Services (TCBHS) has submitted a letter of intent (LOI) to secure the funding for repairs and upgrades to be made at the Alpine House Adult Residential Facility (ARF) located at 250 A Main Street, Weaverville, CA 96093.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity authorize the Director of TCBHS or her/his designee, to sign any agreement for CCE funding, including any and all amendments, for the provision of receiving funding;

DULY PASSED AND ADOPTED this 18th day of January, 2023 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____
Jill Cox, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA,
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 2.5

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Cannabis	Drew Plebani	530-623-1351

Budget Discussion: Cannabis Deptartment (8239) - Continued to February 22, 2023

Requested Action:

Continue to the second meeting in February, 2023 the item continued from January 3, 2023 to discuss the current status of the Cannabis Department's budget, give direction to staff regarding providing a general fund contribution or advance, and authorize the CAO and Auditor to sign any budget adjustments necessary based on the direction given.

Fiscal Impact:

$1,018,154 from the General Fund in the form of a contribution or advance based on BOS direction.

Summary:

Staff has been working to prepare additional backup for this item to help the Board in their decision and needs a little more time to finish. It is requested that this item be continued to the second meeting in February so that staff has sufficient time to prepare the presentation to the Board.

Departmental Recommendation:

Continue this budget discussion item to the second meeting in February scheduled for February 22, 2023.

TRINITY COUNTY
Item Report 2.6

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Clerk of the Board	Letty Garza	530-623-1382

Resolutions: Local Health Emergencies

Requested Action:

Adopt resolutions confirming the continuance of the following local health emergencies in the County of Trinity:

- Local health emergency due to hazardous material concerns resulting from the 2021 fires;
- Local health emergency due to the novel coronavirus knows as COVID-19; and
- Local health emergency due to hazardous unhealthy debris and air quality concerns caused by the 2022 Lightning Fires- Six Rivers Lightning Complex.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description

County Code Section 2.40.070
EOP Section 1.7.1
Resolution 21 Wildfires
21 wildfires exhibit
Resolution COVID 19
Covid Exhibit
Resolution 22 Lightning Fires
Local Health Emergency 22 Lightning fires Exhibit

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

1. Request the board of supervisors to proclaim the existence of a local emergency if the board is in session, or to issue such proclamation if the board is not in session. Whenever a local emergency is proclaimed by the director, the board of supervisors shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
2. Request the Governor of the state to proclaim a state of emergency when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;
3. Control and direct the effort of the emergency organization of the county for the accomplishment of the purposes of this chapter;
4. Direct cooperation between and coordination of services and staff of the emergency organization of the county; and resolve questions of authority and responsibility that may arise between them;
5. Represent the county in all dealings with public or private agencies on matters pertaining to emergencies;
6. In the event of the proclamation of a local emergency as provided in this section, the proclamation of a state of emergency by the Governor of the state, or by the Director of the California Office of Emergency Services, or the existence of a state of war emergency, the director of emergency services of the county is empowered:
    a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors,
    b. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value thereof, and, if required immediately, to commandeer the same for public use,
    c. To require emergency services of any county officer or employee, and, in the event of the proclamation of a state of emergency or the existence of a state of war emergency, to command the aid of as many citizens as he deems necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,

d. To requisition necessary personnel or material of any department or agency of the county, and

e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.

B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.

C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

designated boundaries. Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.

- Request State agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and material from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violating lawful orders.
- Conduct emergency operations with broadened immunities from legal liability for performance, or failure to perform.
- Request cost reimbursement from the State.

The County Counsel may review and advise County Officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers.

1.7.1 Trinity County Emergency Declaration Process

Declarations of a local emergency are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the County, caused by natural, technological or human caused situations. The County may declare an emergency for any of several reasons, such as authorizing additional budget authority, implementing emergency measures, or accessing State, or federal disaster assistance. To proclaim a state of emergency, the Director of Emergency Services will either call a regular or special meeting of the Board of Supervisors to request a declaration of emergency or immediately declare an emergency in writing. For "an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent," the Trinity County Health Officer may declare a local health emergency in the jurisdiction or any area thereof affected by the threat to the public health. A Local Emergency proclaimed by the Director of Emergency Services must be ratified by the Board of Supervisors within seven days, or it will expire.

The Board of Supervisors must review the need to continue the declaration at least every 60 days until the local emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. Declaration of a Local Health Emergency should be continued at least every 30 days.

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY DUE TO 2021 FIRE HAZARDS

WHEREAS, on August 8, 2021, the Trinity County Health Officer declared a local health emergency due to the hazardous products of combustion, water quality, and threats in Trinity County from wildfire; and

WHEREAS, on August 12, 2021, the Board of Supervisors confirmed the existence of the local health emergency; and

WHEREAS, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2021-090, 2021-107, 2021-117, 2021-126, 2021-135, 2022-010, 2022-019, 2022-032, 2022-043, 2022-054, 2022-071, 2022-080, 2022-093, 2022-124, 2022-132, 2022-167, 2022-174, and 2022-179 confirming the continuance of the local emergency; and

WHEREAS, the wildfires causing hazardous material concerns in Trinity County continue to burn and the conditions described in the original proclamation, attached as Exhibit A, continue; and

WHEREAS, the original proclamation is amended to add River Complex between "McFarland Fire" and "other fires" in the fourth whereas statement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the hazardous material caused by fires currently burning.

DULY PASSED AND ADOPTED this 18th day of January, 2023 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____

Jill Cox, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE TRINITY COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with § 101080 confers upon the Local Health Officer of the political subdivisions of this state emergency powers necessary to protect public health and safety; and

WHEREAS, § 101080 of the California Health and Safety Code, states that "the local Health Officer may declare a local health emergency in the jurisdiction or any area thereof" affected by hazardous waste which is an imminent threat to the public health; necessary to protect public health and safety; and

WHEREAS, Health and Safety Code Section § 101080 empowers the local Health Officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and

WHEREAS, the July 2021 Lightning fires, including the Monument Fire, McFarland Fire, and other fires in Trinity County, which began on July 29, 2021, produced hazardous conditions including unhealthy air quality, hazardous products of combustion, water quality and threats to the health and safety of the residents of Trinity County; and

WHEREAS, the local Health Officer of the County of Trinity do hereby find:

1. That conditions of certain hazardous waste in Trinity County in the form of contaminated debris from household hazardous waste/materials and structural debris due to the destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

2. That there is an imminent threat to water sheds and domestic water supply as a result of hazardous debris.

3. That there is an imminent and proximate threat of infectious or communicable disease and/or non-communicable biologic agent due to accumulations of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, and also due to potential contamination of destruction of residential and commercial water supply in the burned areas.

4. That the Board of Supervisors of the County of Trinity is not in session and cannot immediately be called into session.

5. That the aforesaid threat to public health necessitates the proclamation of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in the burned area in this County due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from a recent fire and due to contamination of residential food and water supply.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the Health Officer shall be those prescribed by state law, including the provisions of Sections §101040 and §101085 of the Health and Safety Code, and by ordinances and resolutions of this county approved by the Board of Supervisors. This order may be signed in counterparts.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Director of the Governor's Office of Emergency Services.

David J. Herfindahl, MD
Trinity County Health Officer
August 8, 2021

Ratified this 12th day of August 2021, by the Board of Supervisors of the County of Trinity by motion, second (Groves/Gogan) and the following vote:

AYES:	Supervisors Gogan, Groves, Cox, Frasier, and Brown
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

JEREMY BROWN, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

RICHARD KUHNS, Psy.D,
Clerk of the Board of Supervisors

By: _____
Deputy

RESOLUTION NO. 2023-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY
DUE TO THE NOVEL CORONAVIRUS KNOWN AS COVID-19 PANDEMIC**

WHEREAS, on March 13, 2020 the Trinity County Health Officer declared a local health emergency due to the novel coronavirus named COVID-19 pandemic; and

WHEREAS, on March 17, 2020 the Board of Supervisors confirmed the existence of the local health emergency; and

WHEREAS, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

WHEREAS, the novel coronavirus named COVID-19 pandemic has caused concerns in Trinity County and many of the conditions described in the original declaration as amended, attached hereto, are expected to continue; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2020-020, 2020-028, 2020-038, 2020-039, 2020-059, 2020-068, 2020-072, 2020-079, 2020-090, 2020-094, 2021-002, 2021-008, 2021-018, 2021-026, 2021-034, 2021-047, 2021-055, 2021-063, 2021-070, 2021-075, 2021-086, 2021-091, 2021-108, 2021-118, 2021-128, 2021-137, 2022-011, 2022-020, 2022-033, 2022-044, 2022-055, 2022-065, 2022-072, 2022-081, 2022-094, 2022-125, 2022-133,2022-138, 22-155, 2022-168, 2022-175, and 2022-180 confirming the continuance of the local emergency; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the COVID-19 pandemic.

DULY PASSED AND ADOPTED this 18th day of January, 2023 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____
DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

DECLARATION OF A LOCAL HEALTH EMERGENCY BY COUNTY HEALTH OFFICER

Out of an abundance of caution and to protect the public health of all Trinity County residents, especially the vulnerable and those individuals who are at higher risk of illness, the Trinity County Public Health Officer hereby issues the following local emergency public health proclamation:

WHEREAS, Section 101080, Health and Safety Code of the State of California empowers a local health official to proclaim the existence or threatened existence of a local health emergency when this county or any area thereof is affected or likely to be affected by an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent, and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days and reaffirmed every 30 days until such local emergency is terminated; and

WHEREAS, the Health Officer of the County of Trinity does hereby find:

1. A novel coronavirus (named "COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public threat, based on current information. In part, the virus is considered a very serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human to human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The best information to date suggests the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC belies at this time that symptoms appear two to fourteen days after exposure. Current, there is no vaccine or specific anti-viral treatment for COVID-19; and,

2. The number of reported cases of COVID-19 and the number of reported deaths have escalated dramatically over a short period of time. To date, there are more than one hundred twenty thousand confirmed cases and over four thousand deaths worldwide. Cases, though concentrated in China, have been reported in one hundred and fourteen countries, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. Community transmission has been documented in patients in the United States with no known history of travel to a location with confirmed cases and no known contact with an infected person. The World Health Organization (WHO) has declared the outbreak to be a global health pandemic. The United States Health and Human Services Agency has declared a public health emergency for the United States. California Governor Gavin Newsom has declared a state of emergency for California. Thirteen states have declared states of emergency. On March 3, 2020, the President of the United States declared a national emergency.

3. To date, the number of reported cases in the United States is over one thousand, with over thirty deaths. The number of reported cases in California is over 150, including cases in neighboring Humboldt and Shasta Counties. As of March 13, 2020, there have been 4 deaths reported in

California, but deaths have also been reported in Washington State, Florida, New Jersey, and South Dakota.

4. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States. California Governor Gavin Newsome and the California Department of Public Health have issued recommendations that gatherings of more than two hundred and fifty people should be postponed or cancelled; smaller gatherings that do not allow for social distancing of six feet per person should be postponed or cancelled; gathering of people who are at a higher risk for severe illness should be limited to no more than ten people, including gatherings at retirement facilities, assisted living facilities, developmental homes and support homes for people with health conditions. The President of the United States has suspended travel to 26 European countries. The CDC has issued a Level 3 Travel Health Notice recommending travelers avoid all nonessential travel to China, Iran, 26 European countries and South Korea. Entry of foreign nationals to the United States from these destinations has been suspended. The CDC has issued a Global Outbreak Notice at the Level 2 Travel Health Notice recommending travelers that are older adults or those with chronic medical conditions consider postponing global travel. The United States government has evacuated more than two hundred citizens from China and placed them in quarantine. Travel from restricted countries are being asked to self-quarantine for fourteen days to reduce the risk of community spread of COVID-19.

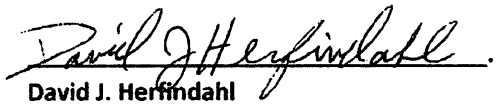
WHEREAS, the Board of Supervisors of the County of Trinity is not in session (and cannot immediately be called into session); and

WHEREAS, the Trinity County Health Officer does hereby find there is an imminent and proximate threat to public health from the introduction of COVID-19 into Trinity County; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency now exists or is now threatened to exist throughout this county; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local health emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of this county approved by the Board of Supervisors, and by the *Trinity Operational Area Emergency Operations Plan*, as approved by the Board of Supervisors.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Director of the Governor's Office of Emergency Services.



Date: 13 March 2020

David J. Herfindahl
Health Officer, County of Trinity

Ratified this 17th day of March 2020 by the Board of Supervisors of the County of Trinity by motion, second (Groves/Morris) and the following vote:

AYES: Supervisors Morris, Groves, Fenley, Brown and Chadwick
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

BOBBI CHADWICK, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

RICHARD KUHNS, Psy.D,
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY HEALTH AND HUMAN SERVICES
Elizabeth Hamilton, Interim Director
#51 INDUSTRIAL PARK WAY
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-8250

David Herfindahl MD, MPH
Health Officer

Marcie Jo Cudziol RN, PHN, MPA
PHN Director

Health Officer Advisory and Order

FOR IMMEDIATE RELEASE
Date: 3/25/2020
Contact: Marcie Cudziol RN, PHN, MPA, PHN Director, 530-623-8209

Trinity County – As positive cases of coronavirus (COVID-19) continue to spread around the world, residents of Trinity County are increasingly concerned about the virus being brought into the county by infected travelers who own homes here, but do not reside here year-round. In light of this consideration, anyone choosing to reside in their second home within Trinity County shall self-quarantine for a period of no less than 14 days upon arrival. During this quarantine period you could leave the home for essential services such as getting food, purchasing gas, and going to the pharmacy or to a health care provider. All non-residents are being asked to stay out of Trinity County at this time as ordered by the Governor of California. This is an effort to prevent unintentional spread of the coronavirus to residents who would otherwise be at a reduced risk of exposure. As with any pandemic, the primary concern is keeping people safe, but also people need to understand Trinity County has limited resources and our medical system could be quickly overwhelmed should the precautions not be heeded. Your cooperation in this matter is greatly appreciated as we continue to navigate through this pandemic.

By order of the Health Officer of Trinity County
David Herfindahl, MD, Health Officer for Trinity County, is mandating that individuals coming into Trinity County to use a second home shall quarantine in that home for 14 days. If they become ill with a fever, cough, shortness of breath, or flu-like symptoms they should call their medical provider or call Trinity County Public Health for advice. Do not just drive to the hospital or a medical clinic. This mandate takes effect immediately.

David J. Herfindahl

If there are any questions concerning this Health Officer Order please contact Public Health at 530-623-8209 or the Trinity County Office of Emergency Services at 530-623-1116. Additional resources are available at: https://trinitycounty.org, https://covid19.ca.gov; https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html; https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html

Adult Services/IHSS
Public Guardian
PO Box 1470
Weaverville, CA96093
(530) 623-1265
Fax: (530) 623-1297
❑

Child Welfare Services
PO Box 1470
Weaverville, CA96093
(530) 623-1314
Fax: (530) 623-1488
❑

CalWORKs
Eligibility/Employment
PO Box 1470
Weaverville, CA96093
(530) 623-1265
Fax: (530) 623-1250
❑

Public Health
PO Box 1470
Weaverville, CA96093
(530) 623-8209 or
1-800-766-6147
Fax: (530) 623-1297
❑

WIC
PO Box 1470
Weaverville, CA96093
(530) 623-8209
Fax: (530) 623-1297
❑

TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director
#51 INDUSTRIAL PARK WAY
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-8250

David Herfindahl MD, MPH
Health Officer

Marcie Jo Cudziol RN, PHN, MPA
PHN Director

AMENDMENT ORDER OF THE LOCAL HEALTH OFFICER

On the 30th day of March 2020, I, DAVID HERFINDAHL, MD, Trinity County Health Officer, pursuant to California Health and Safety Code sections 101040, 120175, and 120175.5, hereby issue the order listed below to become effective immediately.

To preserve public health safety in Trinity County and slow down the rate of transmission of COVID-19, consistent with the Travel Restriction Order of the California State Public Health Officer to stay home except for essential needs, a previous Health Officer order for Trinity County is amended as follows below. The "National Advisory Memorandum on Identification of Essential Critical Infrastructure Workers During the Covid-19 Response", is advisory only and individual jurisdictions can add or subtract to the workforce categories based on their own requirements and discretion. A determination has been made by the Trinity County Health Officer that real estate services, and related settlement services would endanger the public health and safety in Trinity County in regard to the transmission and spread of the COVID-19 virus and are deemed to be non-essential services. This order removes real estate services and settlement services from critical infrastructure status (https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19) and by this order those services shall immediately close until this order has been lifted. This order is to avoid COVID-19 illness in Trinity County. People and businesses need to engage in only the necessary activities for the health and welfare of all.

1) To the extent necessary, the Order may be enforced pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code section 101029. Please read this order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment or both. (California Health and Safety Code Section 120295 and California Health and Safety Code 120130)
2) This order also includes an immediate cessation of lodging in motels, hotels, campgrounds, RV parks and vacation rentals, such as Airbnb with exceptions for medical & health staff, COVID-19 emergency workers, construction workers on critical infrastructure projects, and permanent residents."

David J. Herfindahl

Health Officer, Trinity County
March 30, 2020

TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director
51 INDUSTRIAL PARK WAY
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA96093
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-6628

David Herfindahl MD, MPH
Health Officer

Marcie Jo Cudziol RN, PHN, MPA
PHN Director

AMEND AND REPLACE PREVIOUS ORDER OF THE LOCAL HEALTH OFFICER
April 21, 2020

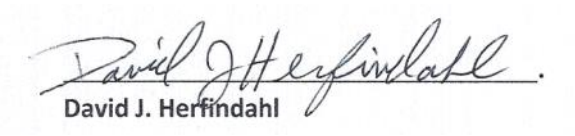
Pursuant to California Health and Safety Code sections 101040, 120175., and 120175.5 (b) the Health Officer of the County of Trinity amends and replaces the order dealing with Real Estate Services and related Settlement Services made on March 30, 2020 with an updated order dated April 21, 2020, as described below to become effective immediately.

A determination has been made by the Trinity County Health Officer that REAL ESTATE SERVICES, and related SETTLEMENT SERVICES are now included in the essential services and critical infrastructure status in Trinity County, with parameters as follows:

- No open houses will be allowed.
- Showings will be done virtually via Zoom, Skype, FaceTime or a similar method.
- Realtors will work from their home.
- Lenders, appraisers, and contractors must complete all required tasks with no face-to-face contact.
- All documentation will be done through DocuSign or a similar electronic method.
- Lenders must accept drive-by appraisals, electronic notary documents, and work completed by a licensed contractor via notice of completion by the contractor with no final inspection.
- Contractors that must enter the home in order to close escrow shall have permission from the owner and/or the occupant of the home, must fill out a brief health questioner, wear booties, and wear a mask or cloth face covering (not an N-95). They must wash their hands with soap and water before entering the home, or if soap and water are not available use hand sanitizer with at least 60% alcohol.

1) To the extent necessary, the Order may be enforced pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code section 101029. Please read this order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment or both. (California Health and Safety Code Section 120295 and California Health and Safety Code 120130)

2) Previous Health Officer Orders and Advisories, otherwise not addressed herein, remain in full force and effect. These documents can be found at https://www.trinitycounty.org/covid-19/public-health-advisories.



David J. Herfindahl, MD
Health Officer Trinity County
April 21, 2020

RESOLUTION NO. 2023-XXX
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY
DUE HAZARDOUS UNHEALTHY DEBRIS AND AIR QUALITY CONCERNS CAUSED BY
THE 2022 LIGHTNING FIRES- SIX RIVERS COMPLEX

WHEREAS, on August 10, 2022, the Trinity County Health Officer declared a local health emergency due to hazardous unhealthy debris and air quality concerns caused by the 2022 Lightning Fires- Six Rivers Complex.; and

WHEREAS, on August 16, 2022, the Board of Supervisors confirmed the existence of the local health emergency; and

WHEREAS, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

WHEREAS, the wildfires causing hazardous material concerns in Trinity County continue to burn and the conditions described in the original proclamation, attached as Exhibit A, continue; and

WHEREAS, the Board of Supervisors adopted Resolution No 2022-167, 2022-176, and 2022-181 and confirming the continuance of the local emergency; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to hazardous unhealthy debris and air quality concerns caused by the 2022 Lightning Fires- Six Rivers Complex.

DULY PASSED AND ADOPTED this 18th day of January, 2023 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____
DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

EXHIBIT A

PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE TRINITY COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with § 101080 confers upon the Local Health Officer of the political subdivisions of this state emergency powers necessary to protect public health and safety; and

WHEREAS, § 101080 of the California Health and Safety Code, states that "the local Health Officer may declare a local health emergency in the jurisdiction or any area thereof' affected by hazardous waste which is an imminent threat to the public health; necessary to protect public health and safety; and

WHEREAS, Health and Safety Code Section § 101080 empowers the local Health Officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and

WHEREAS, the Six Rivers Lightning Complex (including the Campbell and Bravo Fires), which began on August 5, 2022 in Trinity County, produced hazardous conditions including unhealthy air quality, hazardous products of combustion, water quality and threats to the health and safety of the residents of Trinity County; and

WHEREAS, the local Health Officer of the County of Trinity do hereby find:

1. That conditions of certain hazardous waste in Trinity County in the form of contaminated debris from household hazardous waste/materials and structural debris due to the destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

2. That there is an imminent threat to water sheds and domestic water supply as a result of hazardous debris.

3. That there is an imminent and proximate threat of infectious or communicable disease and/or non-communicable biologic agent due to accumulations of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, and also due to potential contamination of destruction of residential and commercial water supply in the burned areas.

4. The Six Rivers Lightning Complex (including the Campbell and Bravo Fires) have resulted in widespread unhealthy air quality in Trinity County; and

5. That the threat to public health creates the immediate need to facilitate assistance and undertake preventative measures to protect the health of the people and the environment and to inform the affected public of any potential health issues

associated with the air quality created by the multiple fires, thereby necessitating the proclamation of the existence of a local health emergency; and

6. That assistance to residents, special districts and the County is needed for timely implementation of necessary preventative measures to protect public health and the environment; and

7. That the Board of Supervisors of the County of Trinity is not in session and cannot immediately be called into session.

8. That the aforesaid threat to public health necessitates the proclamation of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in the burned area in this County due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from a recent fire and due to contamination of residential food and water supply.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the Health Officer shall be those prescribed by state law, including the provisions of Sections §101040 and §101085 of the Health and Safety Code, and by ordinances and resolutions of this county approved by the Board of Supervisors. This order may be signed in counterparts.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Director of the Governor's Office of Emergency Services.

David J. Heffindahl, MD

David J. Heffindahl, MD
Trinity County Health Officer
August 10, 2022

RATIFIED this 16th day of August, 2022 by the Board of Supervisors of the County of Trinity by motion, second (Cox/Gogan), and the following vote:

AYES:	Supervisors Groves, Cox, Gogan, Frasier
NOES:	None
ABSENT:	Brown
ABSTAIN:	None
RECUSE:	None

DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA,
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 2.7

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Grants	Suzi Kochems	530-228-7811

Plan: Placemaking Plan

Requested Action:

Adopt the Trinity County Placemaking Action Plan as a tool to support economic development and strategic planning implementation efforts in Trinity County.

Fiscal Impact:

No impact to the General Fund.

Summary:

In March of 2021, the Grants Department applied for Rural Business Development Grant funding under the U.S Department of Agriculture. This funding was designed to support targeted technical assistance, training and other activities leading to the development or expansion of small and emerging private businesses in rural areas.
The County was awarded the funding, and Atlas Community Studios was hired as the technical assistance consultant to conduct the process for a placemaking plan. The placemaking plan is specific to Trinity County and through the planning process developed a steering committee and gathered community input through several focus groups and surveys.
The placemaking action plan for Trinity County was a collaborative effort of residents working together to coproduce a map of the community with identified areas of opportunity that might improve economic development opportunities and increase the area's quality of life.
The Trinity County Placemaking Action Plan was developed to serve as a resource and tool for implementing economic development and strategic planning endeavors across the county.

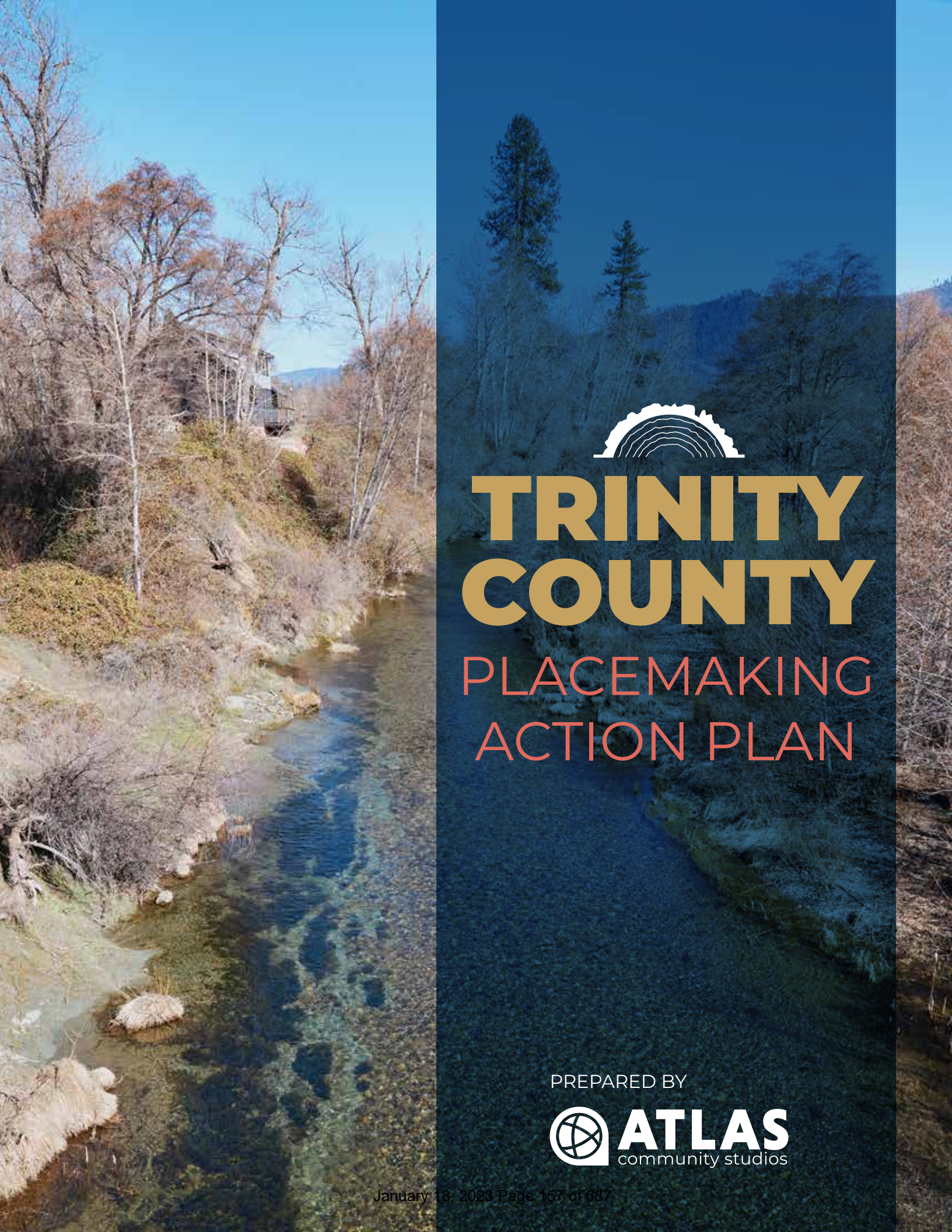
Alternatives Including Financial Implications:

Forego adopting the plan and provide direction to staff.

ATTACHMENTS:

Description

Trinity County Placemaking Action Plan



TRINITY COUNTY

PLACEMAKING ACTION PLAN

PREPARED BY

ATLAS community studios

ACKNOWLEDGEMENTS

Atlas Community Studios would like to thank the following individuals for their participation in the strategic planning process:

Trinity County Steering Committee

Jill Cox, *Trinity County Board of Supervisors (District 2)*
Liam Gogan, *Trinity County Board of Supervisors (District 3)*
Letty Garza, *Trinity County Interim CAO*
Suzi Kochems, *Trinity County Director of Grants and Housing Department*
Travis Finch, *CEO,* Velocity Communications
Alex Cousins, *Sales Manager,* Trinity River Lumber
Wes Scribner, *Owner,* Scribner Construction
Karla Avila, *Executive Director Trinity County Arts Council*
Scott Watkins, *Board President Trinity County Chamber of Commerce*

ABOUT ATLAS COMMUNITY STUDIOS

Atlas Community Studios was founded by a small, diverse group of creative problem-solvers and entrepreneurs looking for the opportunity to advance the economic prosperity of small and rural communities across the country.

With decades of combined experience spanning both the public and private sectors, the Atlas team specializes in strategic planning, economic development, and creative placemaking. Atlas helps communities plan for development and growth through collaborative strategic planning and simple-to-execute, realistic strategies.

The Atlas team's portfolio of work includes more than 53 action-oriented plans in rural communities across 26 states and one Canadian province. Project partners have been communities of all sizes, as small as 80 people and as large as a U.S. state with nearly 3 million residents.

ATLAS
community studios

atlascostudios.com
hello@atlascostudios.com

TABLE OF CONTENTS

5 OVERVIEW

11 COMMUNITY ASSESSMENT

19 HOUSING

72 WORKFORCE DEVELOPMENT

95 REVITALIZATION & QUALITY OF LIFE

111 APPENDICES

OVERVIEW

ATLAS
community studios

ABOUT
THE PROJECT

Trinity County has been awarded a Rural Business Development Grant through the United States Department of Agriculture (USDA) to help define a unified vision and identify strategic opportunity areas for economic and social development.

For this project, Trinity County has teamed up with Atlas Community Studios, a firm specializing in strategic planning and community development, to build an action plan focused on three major components: Housing, Workforce Development, and revitalization strategies related to overall quality of life.

PLAYBOOK

The Trinity County Playbook includes an analysis of key trends, opportunities, and challenges the county faces to achieve a prosperous economic and social future. Quantitative research is combined with input resulting from stakeholder outreach to ensure that Trinity County's strategic priorities reflect the communities collective vision and goals.

PLANNING PROCESS

STEERING COMMITTEE

- Trinity County established a project steering committee of ten individuals with backgrounds ranging from the public, private, and nonprofit sectors.
- The Steering Committee met for its first official meeting in February 2022 to review the project goals and placemaking process before facilitating a visioning session and discussion on the city's assets, challenges and opportunities.
- The steering committee convened every other month to help guide the planning process and to ensure the development of the playbook was community-centered and in alignment with community priorities.

PUBLIC ENGAGEMENT

- A project landing page was created to host information about the process, RSVP information for visioning sessions, the public survey as well as project updates: **Trinitycountycaplacemaking.com**
- The Atlas team facilitated two in-person public visioning sessions, one in Weaverville and one in Hayfork, during the project site visit in March 2022.
- The project team also hosted three focus groups on housing, economic development and marketing as well as key stakeholder interviews to solicit additional feedback.
- An online community survey was created, promoted locally and generated 170 responses answering detailed questions relevant to the project focus areas.

COMMUNITY ASSESSMENT

- A Community Assessment Report was created in partnership with Broad Ripple Strategies (BRS) analyzing the qualitative and quantitative data inputs to identify key trends, issues, and opportunities facing Trinity County as it competes for the top jobs and talent in today's economy.

- The assessment features high-level quantitative trends for Trinity County compared to three peer counties: Del Norte County, CA; Mendocino County, CA, and Plumas County, CA, the state of California, and the U.S.

- In addition to the quantitative data and stakeholder input analysis, the Atlas team conducted topical research to contextualize the key trends and issues affecting Trinity County, which ultimately informed the strategic opportunity areas in the playbook.

ACTION PLAN

- Informed by the community assessment findings, the Action Plan recommends strategic opportunity areas, partnerships, and funding resources to help advance projects from ideation to reality.

EXISTING PLANS & STUDIES

The following reports and studies helped inform the findings of the Community Assessment and are incorporated into the playbook as appropriate:

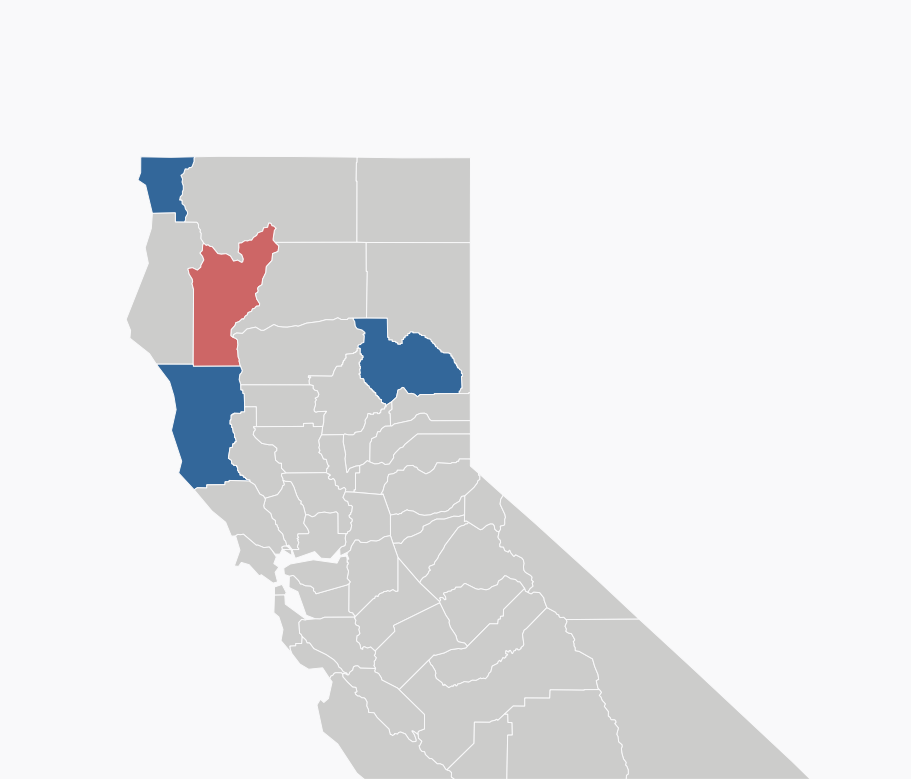
- Trinity County Housing Element Update, Placeworks (2019-2024)
- Lewiston Community Plan (1986)
- Weaverville Community Plan (1990)
- Douglas City Community Plan (1987)
- Junction City Community Plan (1987)
- Hayfork Community Plan (1996)
- Trinity County Cannabis Program, Ascent Environmental (2020)

DATA SOURCES

The community assessment utilizes a variety of data indicators to examine Trinity County's competitiveness as a place to live, work, and do business. The project team sourced data primarily from the U.S. Census Bureau and other public sources including the U.S. Bureau of Labor Statistics (BLS) and the U.S. Bureau of Economic Analysis (BEA).

CENSUS ESTIMATES

The U.S. Census Bureau's American Community Survey (ACS) is a nationwide survey that collects and produces information on social, economic, housing, and demographic characteristics for communities throughout the United States. While the survey is annual, data indicators for communities with fewer than 65,000 residents are typically provided as five-year averages in order to increase statistical reliability and reduce margins of error. The tradeoff is that ACS 5-Year Estimates are less current. For instance, 5-Year Estimates from the 2019 ACS are derived from 60 months of data collected between 2015 and 2019. Because Trinity County has a population of fewer than 65,000 residents, the community assessment exclusively uses 5-Year Estimates for ACS data indicators.



COMPARISON GEOGRAPHIES

Trinity County, CA is the primary geographic unit of analysis in this report. However, to gain additional perspective on trends in workforce, economy, and quality of life and place, Trinity County was compared to three peer counties, Del Norte County, CA; Mendocino County, CA, and Plumas County, CA, the state of California, and the U.S. Comparison areas are intended to provide context and perspective on Trinity County's trends but did not influence the determination of strategic priorities or recommendations.

COMMUNITY ASSESSMENT

ATLAS
community studios

FINDINGS

KEY TRENDS & CHALLENGES

The following key trends and challenges emerged from the quantitative and qualitative research conducted for this Community Assessment.

Below is a summary of the findings in the full report.

HOUSING

Trinity County is losing its housing stock – on already limited land – due to wildfires, blight and disinvestment simultaneously as construction costs are becoming increasingly more costly and restrictive.

WORKFORCE DEVELOPMENT

Trinity County suffers from brain drain of top talent due to lack of education, job diversity, housing, low wages, limited broadband access, and aging population. While some programs and resources exist, the county lacks a collective workforce development ecosystem.

REVITALIZATION

Trinity County suffers from a low sense of self and lack of a shared identity. Due to this collective negative outlook, community development efforts and scaling up tourism opportunities will be especially challenging.

Trinity County residents grapple with a lack of confidence when it comes to the region's assets, which has established perceived barriers to development and growth.

POPULATION TRENDS

Population analysis is complicated by the fact that the U.S. Census Bureau failed to count a large population of Hmong immigrants that immigrated to Trinity County between the 2010 and 2020 Census years.

Inter-decade Census estimates showed Trinity County lost residents from 2010 to 2019, but the 2020 Census reported a population increase of 2,326 – a 16.9% rise that dwarfed the growth rates of the comparison areas.

16.9%

Trinity County Population increase based on 2020 Census Data

Confirming that inter-decade undercounts were likely in the Hmong population, 2020 Census figures demonstrated a 13.1 percent increase in Trinity County's Asian population from 2010, well above the benchmarks. Trinity County's White population declined by 13.0 percent from 2010 to 2020 but still comprises 70 percent of the total population.

Trinity County's age-related trends are of concern for workforce sustainability but may also be affected by Census undercounts. Residents over age 65 are the fastest growing cohort in Trinity County and comprise nearly 30 percent of the population, well above all the comparison areas.

TALENT TRENDS

Population trends that add proprietary data to Census estimates show that Trinity County's age ranges are actually more sustainable than most of its peer counties.
However, the total size of the workforce is shrinking compared to California and experiences seasonal peaks in the summer months.

Low college degree attainment in Trinity County puts it at a competitive disadvantage for knowledge-based companies compared to the state and national averages.

Nearly three-quarters of the population over age 25 lacks a college degree and declined by 2.4% from 2015 to 2020 putting Trinity County at a competitive

disadvantage for knowledge-based companies compared to the state and national averages.

Pre-K to 12th grade public school districts operate from a position of strength as students' performance on statewide assessment tests is stronger than all the peer counties, with a high percentage of college readiness. Where the schools fall behind is in the graduation rate trailing all the comparison areas.

Public survey respondents noted that the lack of diverse job availability in Trinity County for well-paying careers limits the need for most workforce training programs.

The largest occupations by total employment in Trinity County are in lower-paying jobs. The county's most prevalent occupations compared to the U.S. average are Law Enforcement Workers and Ground Maintenance Workers.

The three occupations with the greatest projected future demand are Food and Beverage Serving Workers, Retail Sales Workers, and Home Health and Personal Care Aides.

A confluence of factors contributing to Trinity County's perceived lack of opportunity leads some residents to feel there is a "brain drain" of top talent

Trinity County's average annual wages reinforces stakeholder perceptions that the county's jobs pay lower than average rates. Trinity County's wages are the lowest of all the comparison areas, and nearly $30,000 below the state's annual figure.

Below average wage rates are also reflected in Trinity County's lower per capita incomes. Lower incomes and higher rates of government assistance correlate with a larger distribution of households earning under $50,000 and higher poverty rates, including the highest percentage of youth poverty compared to the benchmark areas.

ECONOMIC TRENDS

In 2021 Trinity County only had 3,170 total jobs, roughly the same number of jobs as in 2011; however, the policy-related omission of cannabis employment from official totals distorts the county's economic picture.

Unofficial estimates show that 1,236 individuals worked full time and 5,240 part time in cannabis cultivation in Trinity County in the year 2018. An

additional 112 adults were estimated to work in noncultivation occupations.

Stakeholders feel that the economy has underperformed but has key advantages like lower cost of living that can drive future growth.

Employment is mostly comprised by lower-paying service sector jobs. Of Trinity County's largest sectors, only Health Care and Social Assistance grew in the five years prior to Q3 2021. Sawmills and Wood Preservation, a subcategory of Agriculture, Forestry, Fishing and Hunting, is Trinity County's most specialized employment sector. Individual and Family Services is projected to be the strongest growth driver for Trinity County's future economy.

Trinity County features outsized rates of self-employment and has higher percentages of small and younger firms than the comparison geographies.

Cannabis and its role in the community and economy was a prominent input topic.

Multiple survey respondents encouraged the county to increase its licensing of commercial cannabis operations, though many structural challenges to legal cannabis exist in California. Trinity County's long-standing illegal cannabis sector has made the transition to a regulated system uniquely challenging.

PLACE-RELATED TRENDS

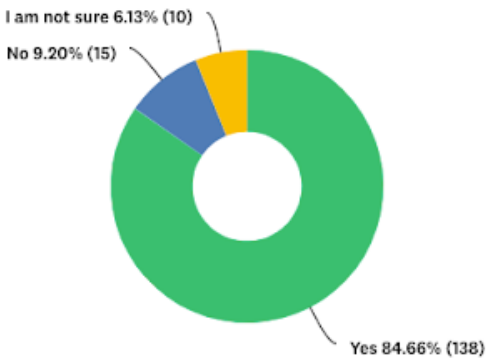
Though Trinity County is a lower-cost alternative to the average California community, it is expensive compared to the U.S. average. Lower than average wages and incomes mean that existing residents' dollars do not go as far in the county as the comparison areas.

Trinity County employees are traveling longer distances to work and spending more time commuting than the benchmark areas. However, 15% of the county's labor force works from home, over twice the closest comparison area.

Census estimates underscore stakeholders' assessments that Trinity County is underserved for broadband. Just over 70% of local households have broadband internet subscriptions, the lowest rate of all the comparison areas.

Housing was another prevalent theme discussed in Trinity County's public input process. Nearly 85% of survey respondents have had difficulties finding appropriate housing or know someone who has.

HAVE YOU OR SOMEONE YOU PERSONALLY KNOW, STRUGGLED TO FIND APPROPRIATE HOUSING IN TRINITY COUNTY?



Census data reinforces residents' beliefs that local housing costs and affordability are more prohibitive than comparison areas. Availability of rental properties has also declined markedly in Trinity County.

The devastating Monument Fire in Trinity County consumed 223,124 acres, the second largest fire in all of California in 2021. Stakeholders lamented the fire's impact on the natural environment and housing sector.

Outdoor recreation is a local strength, with the Trinity River serving as the principal showpiece with plentiful opportunities for fishing and whitewater rafting. Trinity County is also home to a small but active arts community.

STRATEGIC IMPLICATIONS

The analysis in this report speaks to a community with notable assets that is struggling to transition from the past to the future. One thing many stakeholders hope will come from the Placemaking Playbook is a clear vision of where Trinity County must go strategically to become a more competitive, thriving community.

Based on Community Assessment findings the following strategic implication categories have emerged:

- Cannabis
- Housing
- Broadband
- Fire Prevention
- Creative Industries
- Outdoors and Adventure Tourism
- Governmental Capacity

FUTURE VISION

*One thing many stakeholders hope will come from the Placemaking Playbook is a **clear vision of where Trinity County must go strategically** to become a more competitive, thriving community.*

Aligning behind a common vision for what that future looks like will enable Trinity County to collaborate in new ways to build the capacity necessary for its current and next generations to thrive.

Establishing a community's collective identity and its goals for the future is generally articulated through a vision statement. The purpose of Trinity County's vision statement is to inform and shape future investment, policies, programs, and planning efforts to ensure the will of its residents is represented in the decision-making process.

The Atlas project team suggests Trinity County consider the following vision statement:

Beautiful Wilderness, open spaces and an inclusive community to live, play and grow.

WHAT IS A VISION STATEMENT ANYWAY?

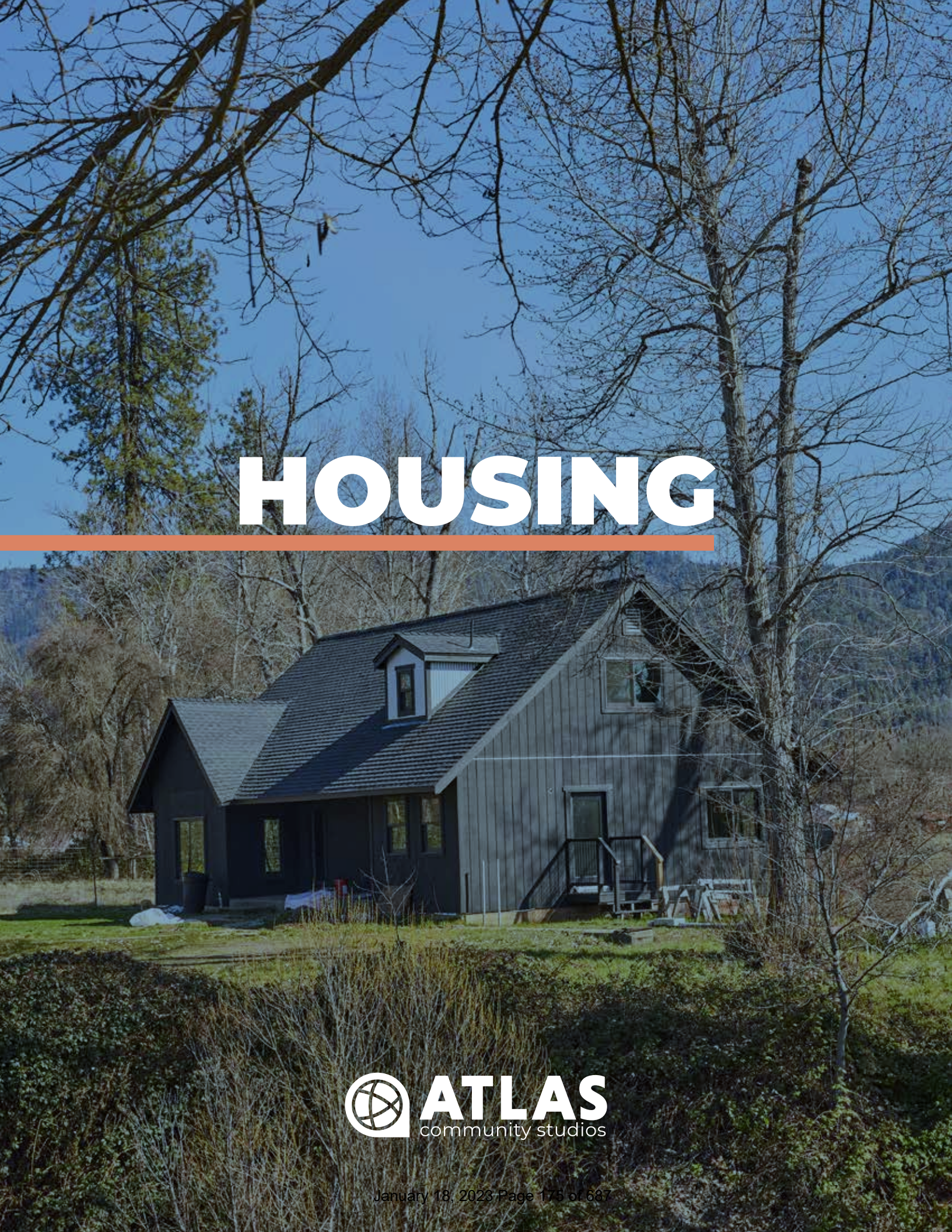
A **mission** statement is **Why you exist** or what you provide.

Example: *The City of Albany delivers fiscally responsible, highly dependable services to the citizens in the community and the region with integrity and professionalism. (Albany, GA)*

A **Vision** Statement is **Where you want to be in the future.**

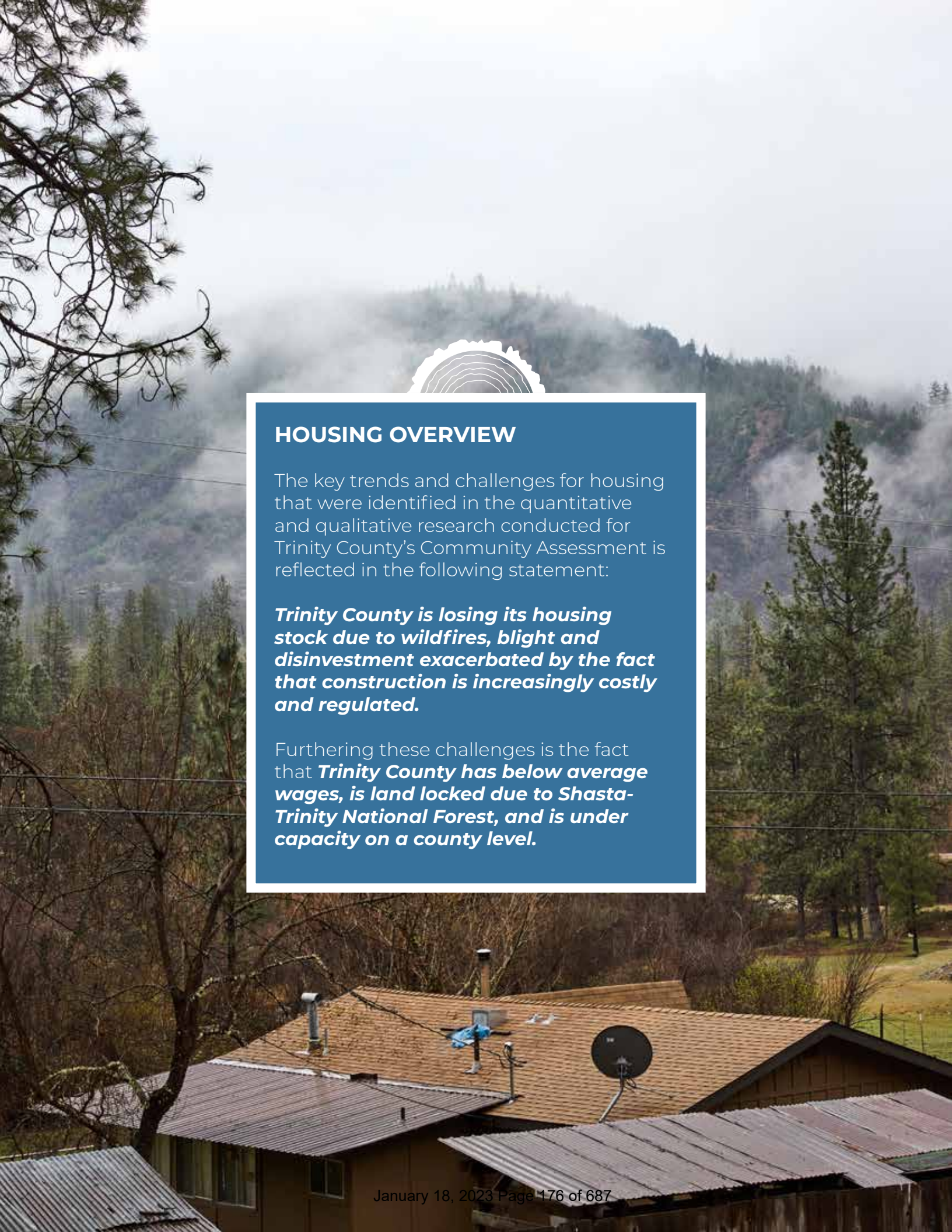
This means what the county aspires to. It should be creative, ambitious, forward thinking and of course connected to mission.

A vision statement helps guide efforts and strategic decision making decisions where to put time, money and resources.



HOUSING

ATLAS
community studios



HOUSING OVERVIEW

The key trends and challenges for housing that were identified in the quantitative and qualitative research conducted for Trinity County's Community Assessment is reflected in the following statement:

Trinity County is losing its housing stock due to wildfires, blight and disinvestment exacerbated by the fact that construction is increasingly costly and regulated.

Furthering these challenges is the fact that ***Trinity County has below average wages, is land locked due to Shasta-Trinity National Forest, and is under capacity on a county level.***

GOALS

- Get vacant and abandoned properties back into active use
- Increase housing options
- Expand available land for future developments
- Incentivize new development
- Build local wealth
- Increase fire resiliency
- Unified, collaborative approaches to housing challenges

STRATEGIC OPPORTUNITY AREAS

In response to this key trend and challenge, the following strategic opportunity areas for Trinity County emerged.

1. Increase available housing supply by encouraging Accessory Dwelling Units, (ADUs) and Junior Accessory Dwelling Units (JADUs)
2. Establish a County-wide Land Bank to get properties back into productive use
3. Create a Countywide Revolving Loan Fund to pool resources and spur development and redevelopment
4. Engage the Forest Service regarding Land acquisition
5. Brownfields - Get properties back into active use
6. Build resiliency, lead efforts in fireproof housing innovation
7. Create a Housing Ambassadors Community Outreach Program

STRATEGIES AT A GLANCE

STRATEGIC OPPORTUNITY	CHALLENGE	GOAL	TIMELINE
ADUs/JADUs	Lack of available rentals	Increase Housing Options, Build Local Wealth	Short/ Medium
Land Bank	Available land, Blighted / abandoned properties	Get properties back into active use, Increase available land	Short/ Medium
RLF	Development Cost gap	Incentivize new development / redevelopment	Short/ Medium
FS Land	Available land, Fire resiliency	Increase available land	Long
Brownfields	Available land, Blighted / abandoned properties	Get properties back into active use, Increase available land	Medium/ Long
Build fire resiliency	Wildfires	Increase resiliency / foster innovative solutions	Long
Housing Ambassadors	Lack of housing options, geographic disparity	Unified, collaborative approaches, Build local wealth	Short/ Medium

STRATEGIC OPPORTUNITY AREAS

Detailed description per concept below

1. Increase available housing supply by encouraging Accessory Dwelling Units, (ADUs) and Junior Accessory Dwelling Units (JADUs)

If available land is limited, work with what you have. ADUs are often referred to as mother-in-law suites, granny flats or backyard cottages and are detached from the main housing unit. JADUs are additional housing units built within the existing structure, for example: a basement with a separate entrance converted into a separate rental unit.

ADUs and JADUs improve housing affordability and diversify housing stock without changing existing neighborhood characteristics. They can instantly increase gentle density especially where structures already exist and can help encourage infill development.

ADUs/JADUs HAVE MANY BENEFITS INCLUDING:

- Easier and faster to build or convert than traditional single-family homes or multi-family housing options and do not require new land development. They can even be easily created with existing structures.
- A more dispersed and incremental way of adding housing to communities than other options, such as apartment complexes. It is often easier to get community support for ADUs than for other housing types.
- Creates new consistent income streams for current homeowners and builds local wealth within the community
- Improves local properties and grows investments. Offers studio and single bedroom options for those wanting to live in a single family neighborhood.
- Because of their small footprint they are more affordable and attainable for moderate-income individuals or childless households (Which make up two-thirds of the U.S. population)
- They are appealing to a wide range of the population including younger demographics looking for entry-level housing as well as retirees to age in place by downsizing but staying local and independent.
- They are excellent options for temporary employment such as traveling nurses, internships or fellowships.
- ADUs work well as short-term rentals or long term leasing.
- Can be used to accommodate multi-generational housing freeing up other local housing units
- Are sustainable, more efficient and environmentally friendly options that require less resources to build and maintain.

A recent *Freddie Mac study* identified 1.4 million properties with ADUs in the U.S., based on an analysis of 600 million home sales going back to 1997.

According to this study ADU construction is on the rise, growing an average of 8.6% per year between 2009 and 2019, and doubling the number of units rented or sold during that same time period.

Demand for accessory dwellings is highest in the fastest growing regions of the country. The rapidly expanding Sun Belt states of California, Florida, Texas, and Georgia account for half of the 1.4 million ADUs identified.

In 2017, California required all of its cities and counties to allow ADUs so long as the property owner secured a building permit, helping foster a backyard building boom.

The number of ADU permits issued across California increased from almost 9,000 in 2018 to 12,392 in 2020. ***From 2018 to 2020, California jurisdictions permitted 33,881 ADUs resulting in 22,695 ADUs added to the state’s housing supply.***

Trinity County Zoning allows for Accessory Dwelling Units, where one additional dwelling unit can be located a lot where an already developed single-family dwelling exists. These can be an attached, detached or repurposed existing space and must have permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling.

Despite the widespread success of ADUs in the state of California only one ADU was permitted in Trinity County from 2018 - 2021 according to the UC Berkeley Center for Community Innovation with data from the California Department of Housing and Community Development’s (HCD) Annual Progress Reports.

IN A 2020 ADU OWNER SURVEY, THE CENTER FOR COMMUNITY INNOVATION FOUND THAT THE MEDIAN STATEWIDE CONSTRUCTION COST OF AN ADU IS $150,000, OR $250/SQUARE FOOT.

BEST PRACTICES & RESOURCES

Best practices and examples found in *ADUs in California, a revolution in progress* report (2020) by UC Berkeley Center for Community Innovation:

BUILD AWARENESS: Some mechanisms that have proven effective in educating homeowners and increasing knowledge of local zoning and permitting processes are websites (e.g., *secondunitcentersmc.org*), resident-led workshops (e.g., the Berkeley ADU Task Force12), and one-stop shops (as in San Mateo County). Many jurisdictions report this is important work, but that it requires increased funding from the State to implement.

PROVIDE TECHNICAL ASSISTANCE: Provide training and resources including skill-building training sessions, local knowledge-sharing events, or one-on-one consulting time.

ENCOURAGE ADU PRODUCTION VIA PRE-APPROVED PROTOTYPES AND PLANS.
Some jurisdictions seek to simplify the ADU permitting process for homeowners by providing pre-approved ADU plans.

Humboldt County provides pre-approved ADU plans online, free of charge.

Clovis, CA offers *Three (3) cottage style housing plans,* provided free of charge developed to fit a variety of property configurations.

WORK WITH BANKS AND CREDIT UNIONS TO PROVIDE MORE APPROPRIATE LOAN PRODUCTS TO HOMEOWNERS SEEKING TO BUILD AN ADU.

Self Help Enterprises offers an ADU pilot program that provides financing for building ADUs by working with the *City of Clovis Cottage Home Program*

More information can be found here:
CALIFORNIA ADU by The Center for Community Innovation (CCI) offers a wide variety of examples, resources and best practices.

Implementing the Backyard Revolution: Perspectives of California's ADU Owners **(2021)**

FUNDING OPPORTUNITIES

Freddie Mac – The Federal Home Loan Mortgage Corporation (FHLMC)

Helping to drive *ADUs* growth are innovative mortgage options. For those with existing basements or detached garages or structures, *renovation mortgage financing* solutions can provide the capital homeowners need to add an ADU on their property. The project doesn't need to be an improvement or addition to the existing structure, it simply needs to be built on the same lot.

Homeowners with detached units that include their own kitchens, bathrooms, bedrooms and entrances can qualify for *factory-built home mortgage solutions.*

California Housing Finance Agency

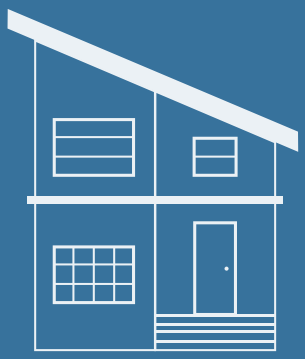
The *ADU Grant Program* - provides up to $40,000 towards pre-development and non-recurring closing costs associated with the construction of the ADU. Predevelopment costs include site prep, architectural designs, permits, soil tests, impact fees, property survey, and energy reports.

Eligibility: Homeowners with low or moderate income - *CalHFA Income Limits*

HOUSABLE

Provides everything needed to build an ADU in California including custom Property Reports to see estimated budgets for ADU projects. Housable's services include ADU design, feasibility, permitting and referrals to top rated local ADU builders. Site also offers *extensive guides* and *examples of existing ADU projects in California.*

IN THE 2018 AARP HOME AND COMMUNITY PREFERENCES SURVEY, PEOPLE AGE 50-PLUS WHO WOULD CONSIDER CREATING AN ADU SAID THEY'D DO SO IN ORDER TO:

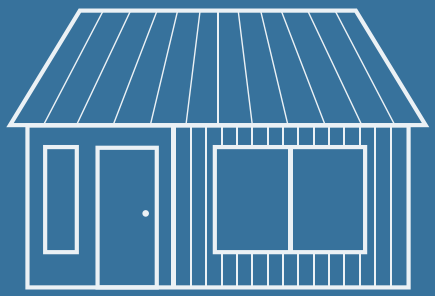


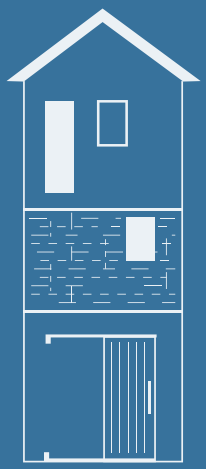
provide a home for a loved one in need of care -84%

provide housing for relatives or friends -83%

Feel safer by having someone living nearby -64%

Have a space for guests -69%





Increase the value of their home -67%

Create a place for a caregiver to stay -60%

Earn extra income from renting to a tenant -53%

The ABC's of ADUs - A guide to Accessory Dwelling Units and how they expand housing options for people of all ages, by AARP is a primer for elected officials, policymakers, local leaders, homeowners, consumers and others to learn what accessory dwelling units are and how and why they are built. The guide also suggests best practices for how towns, cities, counties and states can include ADUs in their mix of housing options.

RECOMMENDED NEXT STEPS

- **Consider building a Trinity County ADU website or specific page on the county's site - explaining the process, requirements and benefits.**
  - **Example:** *Housing Forward Humboldt*

- **Raise public awareness**
  - Host public meetings, workshops, open houses, or webinars to explain the need, opportunity, process, and available funding/ resources
  - Build a team of local ambassadors who can help spread the word! (Such as Real Estate agents)
  - Work with local news outlets to report on the need, benefits, opportunities, process and outcomes in a series on ADUs
  - Encourage civic organizations to help share through their networks
  - Target outreach efforts and financial assistance to low-income homeowners

- **Remove barriers**
  - Simplify the permit process
  - Offer pre-approved ADU plans free to residents
  - Waive or reduce permit fees

- **Build partnerships**
  - Work with local lenders to offer special finance options for construction of ADUs using renovation loans

- **Offer incentives to homeowners for completing the construction of an ADU**
  - These incentives could be tax rebates or more creative options that fit the brand of Trinity County such as a California Lifetime Fishing License or annual National Park Passes. Bonus: The more creative, the more likely to get media coverage!

Once ADU's are built, organize tours and media coverage to inform and inspire the community.

2. Establish a County-wide Land Bank to get properties back into productive use

Land banks are powerful legal tools with a very specific purpose: **To acquire blighted, abandoned, and vacant properties and get them back into active use.**

These community-owned entities effectively accelerate preservation and development of distressed properties into affordable (and appropriate) housing. Land Banks have the special authority to acquire tax-foreclosed property cost-effectively, hold properties tax-exempt, clear titles, generate revenue, and flexibly sell a property not by price but by best outcome aligned with the community's goals.

THE COMMUNITY BLIGHT SOLUTIONS ESTIMATES THAT EACH ABANDONED PROPERTY COSTS ITS NEIGHBORS $70,000 IN LOSS AS IT SITS VACANT, INDEPENDENT OF ITS STATUS AS A FORECLOSURE, AND A FORECLOSED HOME COSTS THE COMMUNITY $130,000 IN LOST PROPERTY VALUE.

Understanding the True Costs of Abandoned Properties: How Maintenance can make a Difference (2017)

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA), VACANT RESIDENTIAL BUILDINGS ACCOUNT FOR ONE OUT OF EVERY 14 RESIDENTIAL BUILDING FIRES IN AMERICA.

They can even serve as an excellent alternative to traditional liquidation or tax lien sales, which often go to out-of-state investors who pay off the outstanding taxes but rarely put any further investment into the properties, perpetuating the blighted home challenge.

Vacant and abandoned properties:

- Decrease the property value, estimated between a 22-50% loss.
- Reduces the property value for neighbors, decreases community wealth
- Escalates community blight
- Increase risks to public health and safety as they attract crime
- Pose a high probability of fire
- Raise insurance premiums and financial liability
- Increase municipal costs for additional services and resources
- Reducesd the tax base for local governments to provide essential services
- Costs and risks to the community increase over time
- Contributes to future property vacancy

How properties become Vacant and Abandoned:

- Relatives inherit the property with no intention to use it
- Tax delinquency
- Foreclosure
- Lack of employment
- Environmental hazards

While land banks currently only exist in major metropolitan areas of California, this model is they are actively being utilized in hundreds of urban and rural areas across the countrystate. Check out the national land bank map below to see examples from other states.

NATIONAL LAND BANK MAP

BEST PRACTICES & RESOURCES

While all Land Banks serve a similar primary focus of acquiring distressed properties and returning them to active, productive use, there is a wide variety of structures and operations in how this model can meet each community's needs.

THE CENTER FOR COMMUNITY PROGRESS OUTLINES THAT ALL SUCCESSFUL LAND BANKS HAVE THE FOLLOWING:

- Strategic links to the property tax collection and foreclosure process
- Sufficient, predictable source of funding
- Engagement with residents and other community stakeholders
- Operations scaled in response to local land use goals
- Policy-driven, transparent, and publicly accountable transactions
- Alignment with other local or regional tools and community programs
- *Land Banks - A Tool for Addressing Problem Properties to Serve Community Goals*

Center for Community Progress (CCP) Resource Center

As the foremost national resources for land banks, Community Progress' is proud to lead the *National Land Bank Network (NLBN)*, which unites land bank leaders to share knowledge, network, and leverage their strengths to better inform policy change, strengthen land banking as a tool, and build a national community of practice. We've developed this online land bank resource center to inform you, inspire you, and guide you. *Land Banking 101: What is a Land Bank?*

See Chapter 7 in Appendix A for more information on financing land bank operations.

Land Bank Authorities - A guide for the creation and operation of local land banks by LISC

Vacant, abandoned, and tax-delinquent properties are found in virtually every community, but in many of our smaller towns and large urban areas they are not simply isolated phenomena— they begin to define the community itself. The reasons and solutions for abandonment are myriad and complex. This guide is designed to be a resource for local governments, neighborhood and community development associations, as well as urban planners seeking new approaches to overcome the barriers that restrain the revitalization and redevelopment of their cities.

WRLC Land Bank

Western Reserve Land Conservancy (WRLC). Land bank playbook: A comprehensive resource for those who are planning, establishing, or operating a Land bank. This guide is specific to the state of Ohio, however, there are great resources available including proven guidelines and best practices, as well as important forms and reference materials.

How to Fund Land Banks

LISC Land Banks typically work in disinvested communities, acquiring and transferring property where housing markets are weak or nonexistent. This article offers a series of lessons supported with real world examples on how these entities sustain their operations for the benefit of their localities and what kinds of funding sources are most valuable.

While more than 250 land banks have been established across the country, including in many rural areas, the majority of the existing Land Banks in the state of California are in large metropolitan cities and neighborhoods.

Establishing a Land Bank for Los Angeles County (March 2022)
San Diego Community Land Trust

LAND BANK EXAMPLE #1

Marquette County, MI Land Bank Authority

The MCLBA was created in 2009 at a time when there were only 16 counties in Michigan with established land banks. Today there are almost 50 land banks in the state. The mission of the Marquette County Land Bank Authority is to work collaboratively with local governmental units and community organizations in determining the best way to return tax-foreclosed and undervalued properties to the tax roll, while eliminating blight, providing attainable housing and economic development opportunities and revitalizing communities.

How land banks are transforming rural communities, Rural Insights (July 2020)

FUNDING OPPORTUNITIES

Access to funding is often regarded as one of the greatest barriers to economic and community development efforts. Below are methods and funding opportunities that other land banks in the U.S. have utilized to further support their efforts of revitalizing their existing housing supply.

Tax Recapture

This option would require absolute support from the local government but can serve as a stable and direct long-term funding mechanism for the initiatives of the land bank. This method would redirect a portion of the property taxes generated in the future by properties a land bank has returned to the tax rolls. However, this avenue of funding might require the land bank to prioritize tax delinquent properties more than other types of properties. If the land bank is working to return properties back on the tax rolls, it increases a revenue stream for the local government while also securing funding for future projects.

Delinquent Tax Fee

When homes become abandoned or blighted, it's very possible that the homeowner has stopped paying property taxes. This is an opportunity for the land bank to work with the local government to enact legislation that allows for penalties and/or fines on delinquent properties to go towards the operating costs of the land bank. The amount could reflect a flat fee or a percentage of the aggregate original tax bill. If enacted, Trinity County could determine the potential amount of funding during Phase II when an inventory of homes is being collected. Although it's likely that it wouldn't produce the amount of funds to support the entirety of the land bank's operations, it can serve as another stable funding source.

State Funding

The Foreclosure Intervention Housing Prevention Program is meant to preserve affordable housing and promote resident or a nonprofit organization ownership of residential property, making it a potential program the land bank could tap into in order to acquire and rehabilitate properties at risk of foreclosure or in the foreclosure process.

LAND BANKS SUCCESS

In 2021 as a part of REAP, the Rehabilitation Environmental Action Plan to clean up West Virginia, the state passed legislation forming the Reclamation of Abandoned and Dilapidated Properties Program. Then in 2022 it was funded with $10M to fund demolition of targeted properties inventoried in 21 towns and counties around the state.

"PEOPLE WHO HAVE MOVED AWAY OFTEN INHERIT PROPERTY FROM THEIR PARENTS. WHEN THE HOME BECOMES A FINANCIAL BURDEN THE NEW OWNERS ARE OFTEN UNABLE TO CARE FOR THE HOME AND THEY LEAVE IT TO SIT AND ROT."

MATHEW WINTERS Fire Marshall, *Huntington, West Virginia*

LAND BANKS ADDRESS ABANDONED PROPERTIES PROBLEM

MARCH 31, 2022 WEST VIRGINIA PUBLIC BROADCASTING

Population decline and an over abundance of housing has left the Mountain State littered with abandoned homes, which come with significant health and safety hazards to neighbors and communities broadly. Many communities are now looking to solve the issue through landbank programs as a part of a state wide push to rethink how communities approach abandoned properties.

LAND BANK EXAMPLE #2

Wyandotte County, KS – Economic Development Division

The Land Bank of Wyandotte County is a model program with a very robust set of online materials to garner support from individuals and investors alike. There's guidance on how to build on a land bank owned lot as well as an outlined process for contractors and investors to be pre qualified as a preferred partner. Additional FAQ sections are available to further educate the public.

Land Bank of Wyandotte County, KS via Economic Development

RECOMMENDED NEXT STEPS

- **Establish a county-wide land bank to purchase and hold property. Can be set up as a government, quasi-government or nonprofit entity.** *See* **Land Banks and Land Banking guide** *for how to begin this process.*
- **Establish a vacant properties registration to establish property ownership, who is the in state contact for the property, and the responsible property maintenance company. Registration fee should be nominal at first and escalate each year.**
- **Sell or convey property through locally developed policies that reflect the county's priorities**
- **Demolish deteriorated housing units to create opportunity for new construction**
- **Eliminate county tax sale. Utilize land bank financing tools for tax foreclosed and other targeted properties**
- **Sell, lease, or manage properties deemed to be in the interest of the Land Bank**
- **Can maintain permanent ownership of the land and buildings, leasing and managing housing units or redevelop and resell to new owners**

3. Prioritize Brownfield sites using available EPA resources to reactivate properties back into active use

Brownfields are vacant or underutilized properties where the redevelopment or reuse is complicated by real or perceived environmental contamination. The EPA estimates that there are more than 1,000,000 brownfields in the U.S. Cleaning up and reinvesting in these properties reduces blight, increases local tax bases, spurs job growth, utilizes existing infrastructure and both improves and protects the environment.

Although often thought of exclusively as former industrial sites, many types of commercial and even some residential properties may qualify as Brownfield sites. Old gas stations, dry cleaners, auto repair facilities, mines, mills, rail yards, agricultural sites, scrap yards and even residential housing and government buildings built before 1978 are all excellent examples of eligible brownfield sites.

ABANDONED MINES

The bureau of land management estimates that there are approximately 47,000 Abandoned Mine Lands (AML) in California. AML's are present in all 58 counties on federal lands, privately owned lands, and lands owned or managed by state agencies and local governments. AML's present significant threats to public health and safety. The California Department of Conservation Abandoned Mine Land Unit (AMLU) maintains a statewide database of abandoned mines, and works to remediate public safety and environmental hazards posed by these mines working with local, state, and federal partners.

Trinity County has a history in mining, an industry known for leaving behind contaminants such as petroleum, asbestos, lead, and other metals. Public feedback suggests that many properties in Trinity County are either known or perceived to have mine tailings (compounded waste deposits from extraction), which could contain metals or additives used in processing.

This is known as Mine-scarred lands - lands, waters, and watersheds where extraction, beneficiation or processing of ores and minerals has occurred. The good news is, they are included in the federal definition of brownfields making these properties eligible for cleanup and revitalization programs.

EPA Brownfields Programs

The EPA offers extensive technical assistance and funding opportunities to support the inventory, assessment, cleanup, revitalization planning and job training activities related to brownfields.

Benefits of Brownfields Projects include:

- Decreases blight
- Creates job opportunities
- Increases property values
- Improves public health and safety
- Creates additional land and properties available for housing and/or amenities
- Increased tax base
- Leverages private investment
- Access to grants/loans and technical assistance

BEST PRACTICES & RESOURCES

CENTER FOR CREATIVE LAND RECYCLING

CCLR's mission is to promote the sustainable, equitable and responsible reuse of underutilized and environmentally impacted properties. They serve as EPA's Technical Assistance to Brownfields (TAB) provider for Region 9 and 10 including California.

TAB providers can help communities tap into additional partners and resources to support brownfields projects, such as planning efforts, engineering and design, and community engagement. CCLR can provide one-on-one technical assistance, help plan a redevelopment roadmap and champion the pathway, offer expert advice on regulations, funding, remediation and community engagement. Additionally they offer EPA Brownfield Grant Review Services at no cost.

In 2021 91% of the grants they reviewed were awarded for a total of $15.3 million in brownfield redevelopment support.

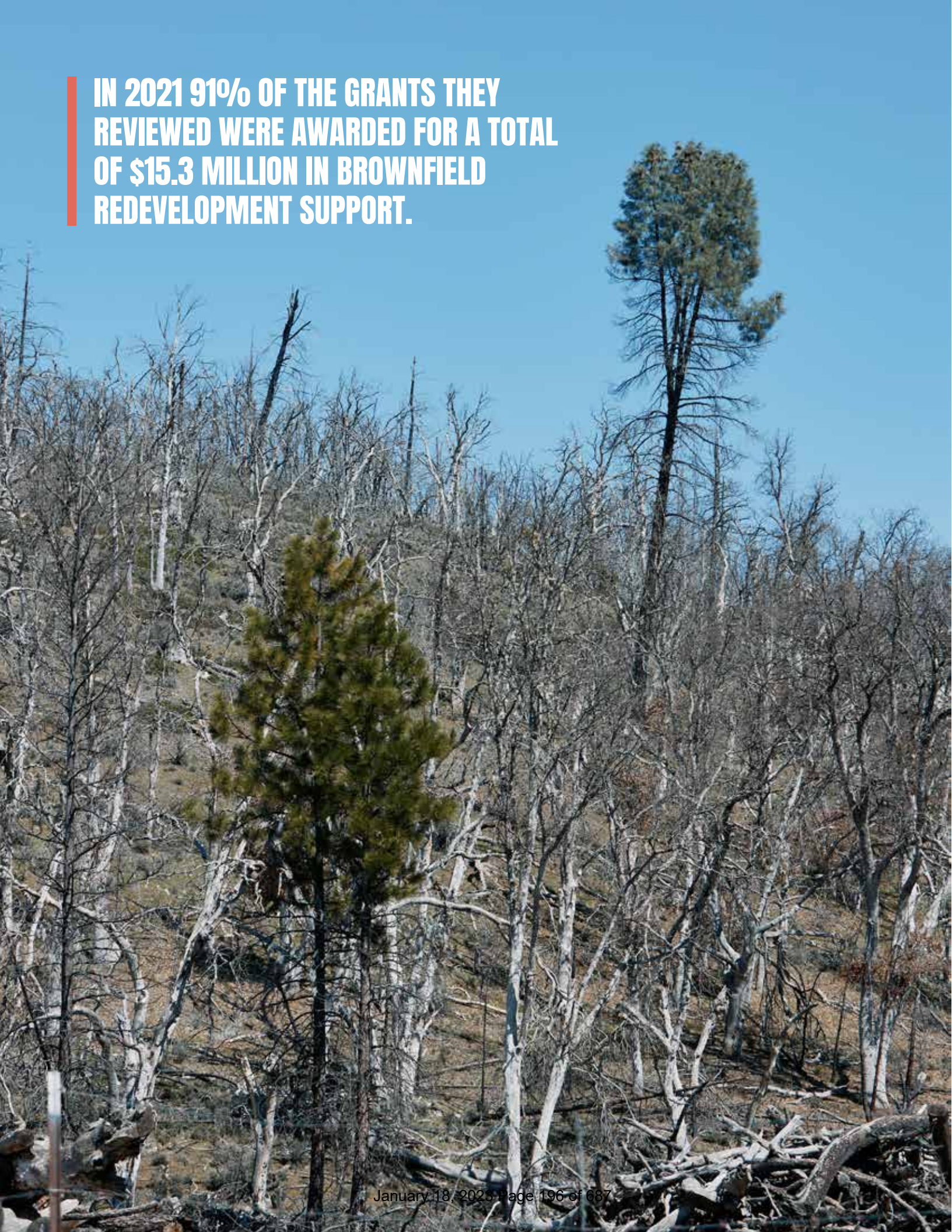
CCLR has a huge library of Resources and offers a wide variety of regular webinars to help communities tackle brownfield redevelopment projects. A few to key pieces to note are:

- ReMARCable Opportunities – FY2023 EPA MARC Grant Guidelines & Tips to Strengthen Your Application – *CCLR (Sept 2022)*
- Successful EPA Brownfield Grant Examples – Includes examples of all types of Brownfield Grants from 2021 and 2020.
- Top 3 Advance Planning Tips for a Successful Application – Start your EPA MARC Grant Application Now

According to CCLR Emphasized Areas and Activities in FY 2023 solicitations include:

- Justice 40
- Climate Change/Resilience
- Restoring Communities
- Infrastructure
- Community Services
- Housing
- Participant Support Costs
- Planning activities for smaller communities
- Capacity building
- Non-displacement
- Poorer and smaller communities

IN 2021 91% OF THE GRANTS THEY REVIEWED WERE AWARDED FOR A TOTAL OF $15.3 MILLION IN BROWNFIELD REDEVELOPMENT SUPPORT.



THE EPA'S BROWNFIELDS SITE

Contains a wide variety of information and resources for stakeholders including program overviews, benefits, types of grants, technical assistance, open solicitations, training and research and frequently asked questions.

EPA Solicitations for Brownfield Grants: Multipurpose, Assessment, RLF, and Cleanup (MARC) Grant Application Resources – General program guidelines, tips, program requirements, eligible planning activities, preparation materials and more.

Multipurpose Grants

- Assessment & Cleanup Activities: **inventory**, Phase I & II assessments, cleanup and redevelopment planning for 1 or more sites
- Eligible: States and Tribes, Local or Regional Governments, Nonprofits 501(c)(3)
- Ownership: Applicant must own at least one of the site(s) for cleanup
- No cost share or match
- Participant Support Costs* (PSCs)
- Develop plan for revitalization

Funding/Length: Up to $800K (5 years)

Community-wide Assessment Grants

- **Brownfields inventory**
- Environmental Site Assessments (ESAs)
- Community Outreach
- Participant Support Costs* (PSCs)
- Cleanup Planning & Cost Estimates
- Infrastructure, Land Use Assessment & Site Design
- Market Evaluation
- No cost share or match
- Transportation and Streetscape studies

Funding/Length: Community-Wide - Up to $500k (4yrs)

**PSC examples:*

- *One community liaison per target area who is not an employee of the recipient*
- *Non-cash stipends for people who attend and meaningfully participate in community meetings. Grocery or gas gift cards*
- *Child care at the community meeting*
- *Food*

EXAMPLES

Golden Opportunity for Abandoned Gold Mines In Nevada City
Nevada City [population 3,001] has a long history of gold mining operations.

The city utilized grant funds to assess abandoned mine sites, prioritize properties for cleanup, and analyze cleanup options for mine-scarred lands with the goal to create future recreation areas. The city then assessed five major mine tailing areas located in priority areas close to residential neighborhoods and schools.

▸ Grass Valley, CA

The City of Grass Valley has received multiple EPA Brownfield Assessment Grants going back to 2009 allowing the City to proactively address contaminated properties that provide important economic development opportunities for the community. The most recent was in 2017 where the city received $600,000 in a Coalition Grant to investigate properties impacted by historic mining activity for the presence of contamination, and to prepare clean up plans for sites where contamination is identified. In 2022 the findings were publicly presented including seven cleanup plans prepared for 229 acres of property which characterized about 148,600 cubic yards of mining contamination.

Here are a couple specific examples of how brownfields funding was utilized to increase housing in each community, and how these projects drew in further investment:

▸ Affordable Housing – Seattle, WA

A local nonprofit began the efforts of acquiring land throughout southeast Seattle with hope of eventually building affordable housing. Through additional partnerships with local and regional entities and EPA Brownfields funding, a previous illegal dumping ground (totaling 6 acres) has been remediated of any contamination, cleaned up, and is now home to 600 units of affordable housing, totaling almost 600,000 square feet of residential and commercial space.

- **Market-rate Housing – Lincoln, NE**

  The Haymarket District in Lincoln, NE required significant assessment and clean up efforts in order to begin attracting future development. Through the EPA Brownfields program, funding was acquired to remediate the previous railyard and transform the neighborhood into a residential, recreational, cultural, and entertainment space. Because of the significant investment into the Haymarket District, Lincoln is now planning a redevelopment strategy to create a new urban neighborhood, expecting to add 1,000-2,000 residential units. This adjacent redevelopment project would not be possible without the cleanup efforts funded through Brownfields dollars.

FUNDING OPPORTUNITIES

The Brownfields Program through the U.S. Environmental Protection Agency (EPA) provides funding to assess, safely clean up and sustainably reuse contaminated properties, including blighted and/or vacant properties. Fortunately, there are accessible funds at the state and federal levels, as well as a network of partners that can assist communities in the planning, implementation, and redevelopment phases. Additionally, these programs could support the land bank's initiatives.

FY23 Brownfields Solicitation has been released. EPA's Brownfields Program is currently requesting applications for $169 million available for Assessment (including Community-wide and Coalition), Cleanup, Multipurpose and Revolving Loan Fund Grants. Applications are due November 22. Several webinars have been scheduled by CCLR, EPA HQ, and our EPA Regional Brownfields Program to share information on these grants and to answer questions from prospective applicants.

State and federal Brownfields funding has been utilized all over the country to assess, clean up, and revitalize contaminated areas. This program helps communities repurpose previously undesirable and underdeveloped areas into areas that are now home to affordable and market-rate housing, business districts, recreational facilities, and more. In many cases, redevelopment of Brownfields sites generates additional investment in and around the area.

RECOMMENDED NEXT STEPS

▸ Prioritize creating a Brownfields Inventory

A brownfields inventory is a list of a list of properties that meet the definition of a brownfield and includes things like ownership information, street address, and lot size (you might choose to include additional site attributes, it's up to you). An inventory is a valuable land use planning tool which, when maintained and kept up to date, can increase grant readiness and help build the narrative of needs, opportunities and priority properties.

▸ Pursue Brownfields Assessment Funding

EPA's Brownfields assessment funding is available through several different programs: the Community-wide Assessment Grant, the Coalition grant, and Site-Specific Grants.

Trinity County is in the beginning stages of addressing brownfield challenges, so the Community-wide and Coalition Grants are most appropriate for getting started, but remember the Site-Specific resource - dollars are available for Trinity County across every stage of the redevelopment journey.

While both grants represent valuable environmental assessment and predevelopment funding for brownfield sites, it is a competitive process, so you'll want to choose the grant with the best odds for success. There are California-based resources to help you find the right fit.

Atlas recommends reaching out first to the following people to help you establish connections with free technical assistance:

COOL TOOLS

EJSCREEN - EPA'S ENVIRONMENTAL JUSTICE SCREENING AND MAPPING TOOL

EJScreen is an environmental justice mapping and screening tool that provides EPA with a nationally consistent dataset and approach for combining environmental and demographic indicators. This tool may be used to support Grant writing.

PAST PROPERTY USES MAY RESULT IN A BROWNFIELDS SITE - *EPA*

Center for Creative Land Recycling TAB Provider

Technical Assistance to Brownfield Communities

CCLR's mission is to promote the sustainable, equitable and responsible reuse of underutilized and environmentally impacted properties.

Ignacio Dayrit
Lead Program Consultant
ignacio.dayrit@cclr.org
(510) 918-3374

EPA Brownfield Regional Offices

Representatives are available to assist cleanup and redevelopment efforts at brownfields sites and are a valuable resource in providing support and guidance on applicable laws, regulations, and policies, and technical assistance associated with the selection of technologies.

EPA Region 9 – Pacific Southwest

Brownfields Coordinators:
Scott Stollman
415-972-3729

Eric Byous
Byous.Eric@epa.gov
(415) 972-3531

JOIN UPCOMING EPA WEBINARS FOR REGION 9 - GRANT OUTREACH SERIES

Every Thursday October 13 through November 17, 2022

An overview of the program and policy changes with advice from current grantees.

▸ Begin collecting information and drafting your grant narrative.

A brownfields inventory is a list of a list of properties that meet the definition of a brownfield and includes things like ownership information, street address, and lot size (you might choose to include additional site attributes, it's up to you). An inventory is a valuable land use planning tool which, when maintained and kept up to date, can increase grant readiness and help build the narrative of needs, opportunities and priority properties.

Work with your team and begin to build your grant outline and draft content. It might be helpful to begin with:

Who is the team? – Starting with existing Steering Committee members, decide who else should be invited to join this effort and who will be the lead "champion." Identify roles and responsibilities and gather info about each person's backgrounds, experience and skill sets, which speak to their qualifications for administering and managing the grant should it be awarded.

What's the story? – A compelling narrative is necessary for any grant application to share the story of the proposed project, local need and community impact. Gather supporting documentation.

What's the need? – Demonstrate how this project will impact Trinity County and how it supports existing goals previously created by the community (like in this Placemaking Playbook). This section is most heavily weighted in scoring and makes up 40% of the application points available. Use metrics to back up the need and impact if possible especially to address environmental justice.

IMPORTANT DATES:

September 2022 - Solicitations open
November 22, 2022 - Applications due
May 2023 - Awards expected to be announced

DON'T FORGET:

- A SAM.gov account is required
  - *Unique Entity ID requirements have changed as of April 2022*
- A Grants.gov account is required

DOWN THE ROAD

- Build a coalition around the Brownfields effort and stagger applying for funding each year from a different entity to continue the efforts and maximize available funding (Each entity can only apply when awarded funding is not actively being used)
- Apply for RLF grant for cleanup efforts
  - Private entities can receive loans
  - Subgrants to public & nonprofit entities
- Apply for Cleanup grants (applicant owned)
  - Can include reuse planning
- Demo structures inventoried

4. Engage the Forest Service regarding Land acquisition

Trinity County is over 3,200 square miles however 76% land is owned by the government and cannot be used for private development. Another 14% is zoned for timber use or held in agricultural land conservation contracts and cannot be used for residential.

While the idea of working with the United States Forest Service on a land deal might sound like a non-starter, it is a very real possibility. While direct acquisition from the USFS isn't common, the 1958 Townsite Act authorizes the sale of land to counties and municipalities if the proposed end use is intended for community benefit.

91% OF LAND IN TRINITY COUNTY IS EITHER GOVERNMENT OWNED, ZONED FOR TIMBER OR HELD IN AGRICULTURAL LAND CONSERVATION CONTRACTS

Per the USDA Forest Service Code of Regulations:

§ 254.20 Purpose and scope.

(a) A Forest Service official may, upon application, **set aside and designate for townsite purposes up to 640 acres of National Forest System lands adjacent to or contiguous to an established community** in Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming

(b) **National Forest System lands, needed by a community, may be sold under the Townsite Act**, for fair market value if those lands would serve indigenous community objectives that outweigh the public objectives and values of retaining the lands in Federal ownership. Indigenous community objectives may include space for housing and for service industries, expansion of existing economic enterprises, new industries utilizing local resources and skills, public schools, public health facilities, community parks, and other recreation areas for local citizens, but would exclude such uses as commercial enterprises or new industries and housing projects that would change the character of the local community.

BEST PRACTICES & RESOURCES

A request for purchase should be thoughtful, strategic, inclusive of environmentally responsible practice, and should be accompanied by a well-articulated plan. Chances for successful application will increase if:

- There is land upon which special uses are permitted on a permanent or recurring basis;
- There are mutually beneficial outcomes for all parties;
- There are demonstrable reasons why transfer of the land would better serve community objectives, outweighing those served if the land remained federal property
- There is strong political support for the proposed end use of the land

According to a report by the United States General Accounting Office the Townsite Act was used twice to acquire about 800 acres (nine parcels) of Forest Service land for community purposes between fiscal years 1991 through 2000.

BLM AND THE FOREST SERVICE, Federal Taxpayers Could Benefit More From Land Sales (2001). This report gives a thorough overview of how land acquisitions occurred under various key statutes during this decade, specific examples, how the land was priced, and competitive bidding or noncompetitive sale processes.

§ 254.21 APPLICATIONS

(a) An application to purchase National Forest System lands -
(1) Must be made by designated officials) authorized to do business in the name of a county, city, or local governmental subdivision;
(2) May be in the form of a letter, ordinance, or resolution;
(3) Must be furnished to the District Ranger or the Forest Supervisor for the National Forest area in which the lands are situated; and
(4) Must be limited to 640 acres or less adjacent to an established community.
(b) An application must be accompanied by -
(1) A description of the land desired; and
(2) A development plan, consisting of a narrative statement and map, which gives a detailed description of the intended use of the site and how essential community needs will be met by the purchase.

Review the full application and approval process as outlined in the USDA Forest Service Code of Regulations

WEST YELLOWSTONE, MONTANA

West Yellowstone, Montana is a small tourist community with access to abundant natural beauty and amenities, but with limited capacity for growth. The Town is surrounded by the Custer Gallatin National Forest and Yellowstone National Park, a recreation asset which contributes to the community's housing crisis by limiting development opportunities. In 2016, in effort to support critical housing and quality of life investment, the Town of West Yellowstone purchased 80 acres of vacant land from Custer-Gallatin National Forest. **While the land purchase agreement** was executed using a different, regionally-specific mechanism (Gallatin Land Consolidation Act), the successful transfer of land demonstrates growth potential for landlocked communities.

"THIS IS THE LAST TIME THE FOREST SERVICE IS GOING TO OFFER THIS LAND TO THE TOWN. IF WE DON'T BUY IT NOW, IN 10 YEARS WE WILL BE ASKING OURSELVES WHY WE DIDN'T."

TOWN SIGNS HISTORIC LAND DEAL TO PURCHASE 80-ACRE PARCEL FROM NATIONAL FOREST

FEBRUARY 19, 2016 BOZEMAN DAILY CHRONICLE

RECOMMENDED NEXT STEPS

- **Contact a Specialist: Start by contacting the forest property and lands specialist in your area.**

Atlas recommends reaching out to Cardell Johnson of the GAO office to express interest in exploring land acquisition with the Forest Service and inquire if support might be available.

Cardell Johnson oversees work on the federal government's management of public lands and water resources, including national parks and forests, mineral resources, coastal and marine resources, endangered species, and water supply.

U.S. Government Accountability Office
Acting Director, Natural Resources and Environment (NRE)

johnsoncd1@gao.gov

(202) 512-3841

Areas of Expertise:
Federal lands, National parks, forests, and refuges, Mining and grazing, Oceans and fisheries, Water resources

5. Create a Countywide Revolving Loan Fund to pool resources and spur development and redevelopment

Housing construction costs have skyrocketed through the pandemic, exacerbating an already challenging situation: The cost to build does not equal the cost to rent or sell. An RLF is a public investment tool expected to result in community revitalization and economic growth. This gap financing tool which is typically used for small business expansion but can also be valuable to housing, reducing risk for developers, covering up front costs, and spurring development.

AN RLF IS A PUBLIC INVESTMENT TOOL EXPECTED TO RESULT IN COMMUNITY REVITALIZATION AND ECONOMIC GROWTH.

BEST PRACTICES & RESOURCES

REVOLVING LOAN FUND

The RLF Committee is an essential facet of your program. It is considered a best practice and very beneficial to have a committee with diverse backgrounds to serve as a support structure. This provides well-rounded review and assistance in areas where staff may have minimal expertise. Plus, a committee made up of leaders in your community will help legitimize your program and can be a good source of connections when you are seeking new opportunities to reach local businesses or assistance with an underperforming loan. Most RLF committees include the members with the following backgrounds and expertise:

- Accountants
- Lawyers
- Bankers
- Educators
- Local business owners

It is important to help committee members understand the mission, the basic terminology, and the essential components of risk so that they can help successfully lead the program.

As part of this process, a “backbone” or leadership organization should be designated as the RLF Committee’s primary contact and be responsible for meeting logistics including schedule the meeting dates, times, and locations. This could either be Trinity County, the Chamber, or another entity.

RLF EXAMPLE #1

North West REC Community Economic Development Revolving Loan Fund

Created in 1995 to improve the quality of life in rural areas by contributing to long-term improvement in the local economy. Eligible Applicants include organizations involved in a community or economic development project that creates or saves jobs and/or provides needed community facilities that benefit rural areas (including housing). North West REC has made over $8.32 million in low interest loans to more than 48 projects throughout northwest Iowa.

FISCAL AGENT – WHO MANAGES/ADMINISTERS THE FUNDS?

The RLF Committee can either form its own organization (i.e. non-profit 501c3 or a for-profit LLC) to manage these funds or contract with a third party to administer the financials. Regardless of who manages the funds, the RLF Committee needs to determine the basic parameters of the program including the loan size, equity requirements, maximum loan terms, interest rates and collateral requirements.

Program parameters could include:

- Loan Size: Up to $30,000 per housing unit
- Equity Requirements: 80%
- Maximum Loans: Up to 6 housing units or $180,000 per loan
- Interest Rates: 1%
- Terms: 10-year term with amortization scheduled up to 25-years
- Collateral Requirements: Collateral is required on financed assets. Additional collateral may also be required.

The fiscal agent will also be responsible for ongoing monitoring and servicing of the loans. Routine management of each loan–and the overall fund portfolio–often means the difference between a marginally performing fund and a successful one. Payment monitoring should be routine and followed on a weekly basis. Identifying a troubled loan before it becomes past due will increase the opportunity to begin remediation, whether in the form of additional assistance or increased monitoring. Loans that become past due face a difficult hurdle returning to current status. Being aware of problems and reporting them promptly demonstrates your understanding of the RLF's value and its importance to your funders and the greater community.

RLF EXAMPLE #2

The Santa Barbara Housing Trust Fund (HTF)

The Santa Barbara HTF operates a $6.5 million dollar RLF launched in 2005 in partnership with community lenders to provide more low-cost loans to organizations seeking to develop affordable rental or homeownership projects. The RLF supports both urban infill and rural sites that have at least 25% of the units set to serve households earning between 0-120% AMI. The loan funds can be used for site acquisition, predevelopment costs, project construction, bridge financing, tax-credit projects, and permanent financing. In addition to assisting with financing of these affordable housing developments, the RLF also has the added benefit of coming with technical assistance for community groups interested in a potential project as well.

CAPITALIZING A REVOLVING LOAN FUND

Most revolving loan funds have at least one local public source for capitalization combined with other sources. If capitalization is exclusively local, the RLF may have greater flexibility in lending, as state and federal involvement tend to include restrictions that may not fit local business needs. State and local governments often use one or a combination of the following to capitalize an RLF:

- Tax set-asides
- General obligation bonds
- Direct appropriations from the state legislature
- Annual dues from participating counties or municipalities
- Funds directed from the state lottery

For the Trinity County Revolving Loan Fund, the committee could explore a scenario where funding would be split among Trinity County, private donations, local businesses, and the State of California. The first dollar in should be collected from the County as a show of good faith with local businesses and private donors to follow. With half the funding pledged, the State is more likely to support the loan fund. Once these first program partners have pledged their funds, the committee should approach the state with a formal request of funding to fully fund the program.

RLF EXAMPLE #3

Denver, Colorado, a $10 million revolving loan fund

Denver, Colorado, a $10 million revolving loan fund was launched in order to address the city's crisis of available housing. In 2015 there was a shortage of 26,000 affordable rental units. The RLF was started to support the development of multi-family rental units for individuals and families that earn up to 60% of the area median income (AMI). The Denver Office of Economic Development stated that the fund will initially provide loans for six to seven apartment projects totaling 800 to 1,000 units. The first of these seven developments – Northfield Apartments – provided 84 income-restricted units and opened in November 2016.

MARKETING

The commitment of a local entity to lead the marketing of the RLF to the county will be critical to its success. Once the program is up and running, having a strong web presence with routine updates of the most recent application materials and testimonials of existing participants is of the utmost importance. Connections should also be made with contractors and homebuilders throughout the region including builders associations and housing associations. These groups will be able to share the RLF program with their members and make them aware of the available benefits.

> **ANOTHER MARKETING AVENUE IS LOCAL BANKS AND CREDIT UNIONS. THIS MAY BE A BETTER PATH TOWARD CONNECTING WITH MORE LOCAL BUILDERS AND CONTRACTORS INTERESTED IN THE PROGRAM.**

Another marketing avenue is local banks and credit unions. This may be a better path toward connecting with more local builders and contractors interested in the program. Oftentimes, banks are unable to lend to non-qualifying borrowers due to a gap in financing. Their role in promoting the program may help them close a loan. Banks can also contribute to a revolving loan fund program and meet their Community Reinvestment Act (CRA) requirements to help meet the credit needs of the communities in which they operate, especially if the scope of your fund includes low- and moderate-income (LMI) neighborhoods.

For further information **the Council of Development Finance Agencies has excellent resources** on establishing, capitalizing, managing and administering Revolving Loan Funds. In addition they have excellent case studies, publications and training courses.

RLF EXAMPLE #4

The Northside Neighborhood Initiative (NNI)

The Northside Neighborhood Initiative (NNI) is a collaborative effort among Northside residents, the Jackson Center, Self-Help, UNC, the Towns of Chapel Hill and Carrboro, as well as the area affordable housing agencies. Together, they work towards honoring the history of the Northside neighborhood while maintaining and strengthening its vibrant and diverse community fabric. Northside was highlighted in a previous blog post and how the initiative leveraged local anchor institutions to build their land bank model.

FUNDING OPPORTUNITIES

U.S. DEPT. OF AGRICULTURE (USDA)

Rural Economic Development Loan & Grant Program

USDA provides grants to local utility organizations which use the funding to establish Revolving Loan Funds (RLF). Loans are made from the revolving loan funds to projects that will create or retain rural jobs. When the revolving loan fund is terminated, the grant is repaid to USDA.

6. Build resiliency, lead efforts in fireproof housing innovation

In conjunction with efforts to increase available housing options and expand usable land it is also critically important for Trinity County to protect what they already have.

With the increased occurrences and intensity of wildfires across the country, Trinity County has the opportunity to be a part of the solution by attracting entrepreneurs and encouraging local startups to explore fire prevention innovations.

IT IS CRITICALLY IMPORTANT FOR TRINITY COUNTY TO PROTECT WHAT THEY ALREADY HAVE.

IN THE PAST TWO DECADES, MANY STATES HAVE HAD RECORD CATASTROPHIC WILDFIRES BURNING MILLIONS OF ACRES, DISPLACING FAMILIES, DESTROYING HOMES, BUSINESSES AND NATURAL RESOURCES.

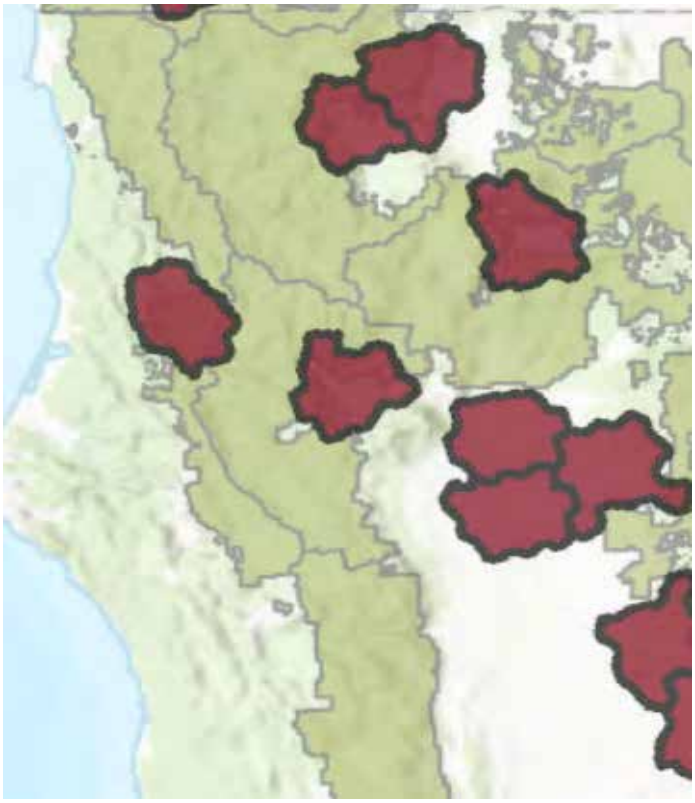
In the past two decades, many states have had record catastrophic wildfires burning millions of acres, displacing families, destroying homes, businesses and natural resources. According to USDA the running 5-year average number of structures destroyed by wildfires each year rose from 2,873 in 2014 to 12,255 in 2020 – a fourfold increase in just six years.

The additional unfortunate reality is that the increased cost of construction and materials, coupled with legislative and insurance restrictions often means rebuilding homes is impossible, or at least not financially viable. Protecting existing homes, reducing risk, and finding innovative solutions is more critical than ever.

Because of the national wildfire crisis, the Forest Service has recently launched a robust, 10-year strategy to squarely address this wildfire crisis in the places where it poses the most immediate threats to communities. **Confronting the Wildfire Crisis: A Strategy for Protecting Communities and Improving Resilience in America's Forests** combines a historic investment of congressional funding with years of scientific research and planning into a national effort that will dramatically increase the scale of forest health treatments over the next decade.

The strategy highlights new research on what Forest Service scientists identified as high risk "firesheds" – large, forested landscapes with a high likelihood that an ignition could expose homes, communities, infrastructure and natural resources to wildfire. The strategy also includes investments in fire-adapted communities and work to address post-fire risks, recovery and reforestation.

USDA Forest Services Partnerships



Trinity should continue to be a foreleader in fireproof building and technology. Trinity County has an advantage in the State as early adopters of "Fire Adapted Community" standards and practices. While many companies, individuals, and schools are beginning to take the threat of wildfires more seriously, the US still has a lot to learn in utilizing both fire-proof building materials and wildfire detection technologies.

In the past, fire safety strategies in wildfire-prone areas were limited to creating defensible space and while that is still an important step, many fire-prevention experts now state that full "home hardening" tactics are critical. Much of Trinity's current housing stock is not fully meeting home hardening standards, and is therefore at risk.

MUCH OF TRINITY'S CURRENT HOUSING STOCK IS NOT FULLY MEETING HOME HARDENING STANDARDS, AND IS THEREFORE AT RISK.

In addition, embracing new tech will prove that Trinity County is dedicated to resiliency. This is likely to also capture attention from a variety of interested funders, advocates, potential businesses and job-seekers. The potential benefits of this commitment include an increased population and strengthened workforce as people come to Trinity County to learn about fire-safe communities and work in the field of fire prevention.

Technology should be welcomed and tested in the community such as Wildfire Panoramic Cameras, Voice Evacuation Alerts, and Fire Fighting Robots. These technologies will protect existing homes and any new homes that may be built in the area. While wildfires may continue, Trinity County can become more equipped to protect its housing supply. Recognizing and embracing the rapid development of new technologies and building materials could potentially save thousands of lives and homes.

- Trinity County can build confidence and pride in by taking a proactive approach to ensuring homes are safe from the threat of wildfires.
- Innovative fire-resistant building technologies can help alleviate devastation to current housing stock and embracing building materials such as ICFs in future construction projects will build a more sustainable housing supply.
- Work with local community agencies, schools and libraries to distribute resources on home-hardening checklists could be valuable.
- Support this vision by creating and nurturing an ecosystem around fire prevention housing technology that will strengthen partnerships and continued growth.
- Explore a possible strategic partnership with The USDA Forest Service in conjunction with existing Burnt Ranch Fire Resilient Community Project

BEST PRACTICES & RESOURCES

BUILDING RESILIENCY - FIRE-RESISTANT HOUSING

Full list of resources available in the appendices

"Home hardening" is aimed at reducing a house's risk of burning during a blaze and there's evidence to suggest it works: A 2020 study from the National Association of Insurance Commissioners found that "structural modifications can reduce wildfire risk up to 40%, and structural and vegetation modifications combined can reduce wildfire risk up to 75%." Emulate a cost-share program for Home-Hardening strategies to bring existing properties up to standard. Yuba County is a good example of steps that can be followed.

All new construction should utilize fire-resistant materials such as insulated concrete forms (ICFs) and a community initiative to work together to assess the county's current properties against FAC guidelines. See this example: Fireproof ICFs, in fires that destroyed more than 2,000 homes in Rancho Bernardo, Calif, a residence survived unscathed, thanks in large part to its fireproof ICF walls.

Another option is magnesium oxide SIPs. This SIDCO home has been built as a fire-resistant home with a clear vision to remove the fossil fuel from the housing building industry. The SIDCO home uses fire-resistant building material Magnesium Oxide SIPs, it is termite proof, mold proof, moisture resistant, and designed to reduce CO2 into the environment. Having a fire-safe housing community in California could become a huge advantage to attracting new residents.

Utilization and promotion of new fireproofing/fire fighting technology should be a focus in Trinity creating a fire resilient community. Invest, develop, and utilize tech such as RS3, LAFD's firefighting robot and see this article about PANO AI, a tech startup that is making a difference in early detection of fires.

STRUCTURAL MODIFICATIONS CAN REDUCE WILDFIRE RISK UP TO 40%, AND STRUCTURAL AND VEGETATION MODIFICATIONS COMBINED CAN REDUCE WILDFIRE RISK UP TO 75%.

2020 study from the National Association of Insurance Commissioners

FIRE INSURANCE STANDARDS

Trinity County Fire Safe Council should also be taking steps to create a marketing campaign focused on bringing awareness to unjust insurance standards. California is currently working against unfair insurance rules that do not properly account for home-hardening efforts. Trinity could lead the way in raising awareness and encouraging legislation that makes homeowners insurance in fire-prone communities both accessible, fair, and affordable. In addition, homeowners who have gone “above and beyond” to mitigate wildfire risk on their properties, should receive incentives or tax cuts.

FUNDING OPPORTUNITIES

Access to funding is often regarded as one of the greatest barriers to economic and community development efforts. Below are methods and funding opportunities that other land banks in the U.S. have utilized to further support their efforts of revitalizing their existing housing supply.

California Climate Investments Wildfire Prevention Grants Program

Several types of grants available including Wildfire Prevention and Wildfire Prevention Planning. CAL FIRE's Wildfire Prevention Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

Forest Health Research Program

The CAL FIRE Forest Health Research Program supports scientific studies that provide critical information and tools to forest landowners, resource agencies, fire management organizations and policy makers across California on a variety of topics related to forest health and management.

The Forest Stewardship Program and California's Forest Improvement Program (CFIP)

The California Forest Stewardship Program was created to encourage good stewardship of California's private forestland. The program provides technical information and assistance to landowners to promote sound forest management, and assists communities in solving forest-related issues.

Rural Fire Capacity (RFC) Grant

The Rural Fire Capacity (RFC) Program is a Federally-funded grant program that allows California to provide local and rural fire departments with minor firefighting, training, communications and safety equipment for their volunteer firefighters.

Environmental Quality Incentives Program (EQIP)

Environmental Quality Incentives Program (EQIP) provides financial and technical assistance to agricultural producers and non-industrial forest managers to address natural resource concerns and deliver environmental benefits. Provides agricultural producers and non-industrial forest managers with financial resources and one-on-one help to plan and implement improvements. Prescribed goat grazing is included in the projects allowed

California Fire Foundation

The California Fire Foundation (CFF) offers grant opportunities to fire departments, firefighter associations and community-based organizations whose vital projects focus on keeping Californians, our state's communities and first responders safe! Offers direct support for grantees actively serving high fire threat and/or under-resourced communities in regions throughout the state.

Building Resilient Infrastructure and Communities program

Building Resilient Infrastructure and Communities program aims to categorically shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience. Examples of BRIC projects are ones that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design.
For example, an innovative project may bring multiple funding sources or in-kind resources from a range of private and public sector partners. Or an innovative project may offer multiple benefits to a community in addition to the benefit of risk reduction.

State Fire Assistance Grants

The selected projects help California communities respond to the growing concern over a catastrophic wildfire and exemplify efforts to create fire-adapted communities. Through subgrants from CFSC, these projects provide support to implement fuel reduction projects such as community chipper programs, fuel breaks, and roadside and defensible space projects. These projects will also utilize educational tools to spread the Fire Safe message and engage community members.

INSPIRATION

After a tornado demolished Greensburg, Kansas [population 900] killing 12 people and leveling 95% of the city it made a priority to rebuild green without carbon emissions. Can its lessons help communities and economies rebound from fires, hurricanes and covid-19? It now gets 100 percent of its electricity from a small windfarm, all of its buildings are energy efficient, it uses rainwater for irrigation and Greensburg became the first city in the country to require all its municipal buildings to be LEED-certified.

While this example is about a devastating tornado, this is an excellent example of a community rethinking environmental solutions and sustainability.

"WE TRIED TO APPROACH IT IN A PRACTICAL WAY, NOT TREE-HUGGER GREEN, BUT ECONOMIC GREEN. RAMMING STUFF DOWN PEOPLE'S THROATS – ESPECIALLY IN THIS PART OF THE WORLD – DOESN'T WORK."

JOHN JANSSEN Former Greensburg City Council President

THE TOWN THAT BUILT BACK GREEN

THE WASHINGTON POST, 2020

FOUR CENTS

Our 2 cents based off of your 2 cents

AMBASSADORS

Create a Housing Ambassadors Community Outreach Program

Every community has unique assets to be part of the housing solution and a one size fits all approach will not be viable across the entire county. Additionally, getting the word out about available initiatives, programs, and resources is both critical and difficult to do when residents get information in such a vast variety of ways.

One tried and true approach is good old fashioned person to person communication. Building a Community and Regional Housing Ambassadors coalition of residents from across the county who are interested in housing solutions could be a tremendous resource. There are a number of ways this could be accomplished and it does not need to be formal or expensive. It is recommended this group could meet once a quarter or bi-annually.

- Serve as a volunteer liaison between the county and local community adding capacity and ensuring local solutions meet up with countywide goals
- Work with residents to identify existing community assets, resources, and opportunities to inform community specific goals and build local wealth
- Ensure solutions have local buy-in, are informed by, and benefit both existing and future residents. This ensures grassroots efforts are carefully partnered with grasstop support for viable change.
- Great opportunity for new leadership! Reach out to residents who are well connected locally and talk with a lot of people daily - real estate agents, bankers, bar tenders, hair stylists

OTHER OPPORTUNITIES TO "FIND LAND"

Explore existing assets already on the books

When looking for ways to get creative about "finding land" - don't forget to look in your own backyard. According to the annual budget report, Trinity County currently owns $100M in land listed under capital assets. While most of the parcels are likely being used there are many sites that are not. Feedback suggests that several of these properties are in flood zones and/or mine-scarred and all sites were environmentally evaluated a few years ago and unsuitable for affordable housing projects at the time.

With all the current brownfields funding and resources available, now is the perfect time for the County to assess, and inventory these properties for clean up efforts to get these properties back into active use.

Trinity County GIS Data Portal

PARTNERSHIPS

The best housing programs do not work solo but develop strategic partnerships with nonprofits, community organizations, lenders, and local governments – all working in a collective effort. At a minimum, the following organizations should be substantially engaged in the Trinity County Housing efforts. Together, as a coalition, the leaders from these organizations should determine who else needs to be involved and what their role should be to advance collective priorities, programs and initiatives, and significant projects.

ORGANIZATION	POTENTIAL ROLE
Trinity County	Provide leadership in efforts, building partnerships and securing funding. Lead or find partners for Land Bank initiative and provide support
Trinity County Board of Supervisors	Provide guidance in adopting a land bank ordinance and financial support to the proposed programs
Trinity County Treasurer – Tax Collector	Handles delinquent taxes, seizure and sale of defaulted assets. Potential lead partner in Land Bank replacing tax defaulted land auctions.
Local Banks	Lenders for ADUs and JADUs mortgage options. Using mortgage offerings can also help address Community Reinvestment Act (CRA) or environmental, social and governance (ESG) goals as ADUs can further support wealth building for individuals with low- and moderate-income as well as support affordable rental solutions.
United States Forest Service	Serve as potential partner (at minimum, seller) in the pursuit of property acquisition
Center for Creative Land Recycling	EPA's Technical Assistance to Brownfields (TAB) provider for Region 9 and 10 including California. Can assist in application of brownfields assessment grants and cleanup efforts at no cost to the county.

ORGANIZATION	POTENTIAL ROLE
Trinity County Fire Safe Council	Trinity County Fire Safe Council has done work to improve the safety of local communities and should be embraced as a leader in securing housing safety in the future. Trinity has already taken efforts to mitigate the risks of wildfires through the controlled burn plans and the Community Wildfire Protection Plan but still, homes are at risk and residents are nervous.
Fire Adapted Communities Learning Network	FAC Net exists to support and connect people and communities working on wildfire resilience. It offers community-based leaders resources, tools and connections to reduce their wildfire risk and increase community resilience. FAC Net is a catalyst for spreading fire adaptation practices and innovations nationwide.

In addition the following groups should be involved and provide input to what is implemented:

- Local employers
- Chambers and other community organizations
- Rental Property Owners/ Property Managers
- Non profit organizations

ADDITIONAL HOUSING FUNDING OPPORTUNITIES

STATE FUNDING

The Department of Housing and Community Development for the State of California has a number of funding opportunities that Trinity County could tap into. First, the department offers the Affordable Housing and Sustainable Communities Program (AHSC), which provides grants and/or loans for projects that work to increase accessibility to affordable housing, employment centers, etc. Trinity County could access these funds through the Rural Innovation Project Areas (RIPA) and utilize them to increase the number of affordable housing units in the county.

The CalHome Program provides grants to local public agencies and nonprofit corporations for first-time homebuyers and housing rehabilitation assistance, homebuyer counseling and technical assistance activities to enable low- and very low-income households to become or remain homeowners. Activities can include deferred-payment loans for down payment assistance, self-help mortgage assistance, and rehabilitation on homes, such as manufactured homes.

FEDERAL FUNDING

The HOME Investment Partnerships Program provides grant funding to communities working to create affordable housing for low-income households. These funds could be used to build, buy, and/or renovate affordable housing for rent or homeownership. This program provides flexibility on activities and implementation in order to tailor the impact to meet the community's needs. However, this program does require matching funds from participating jurisdictions.

U.S. Dept. of Housing and Urban Development (HUD)
The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

USDA Single Family Housing Repair Loans & Grants provides loans to very-low-income homeowners to repair, improve or modernize their homes or grants to elderly very-low-income homeowners to remove health and safety hazards. California is currently participating in a pilot program that increases the program limits. Grants are available up to $10,000 and loans are available up to $40,000 with a maximum of $50,000 in assistance.

WORKFORCE DEVELOPMENT

ATLAS
community studios

WORKFORCE DEVELOPMENT OVERVIEW

The key trend and challenge for Workforce Development that were identified in the quantitative and qualitative research conducted for Trinity County's Community Assessment is reflected in the following statement:

Trinity County struggles to retain and attract top talent due to lack of education, job diversity, housing, low wages, limited broadband access, and an aging population.

While some programs and resources exist, the county lacks a collective workforce development ecosystem.

In response to this key trend and challenge, the following strategic opportunities areas for Trinity County emerged.

GOALS

- Identify existing assets and gaps in the workforce ecosystem
- Build a coalition of stakeholders to strengthen ecosystem
- Train existing workforce for new industries and opportunities
- Expand County workforce and capacity

STRATEGIC OPPORTUNITY AREAS

In response to this key trend and challenge, the following strategic opportunity areas for Trinity County emerged.

1. Map existing assets and resources, identify gaps for opportunity development

2. Expand specialized training and education around key industries

3. Skill up existing population to meet current, future and remote work needs

STRATEGIES AT A GLANCE

STRATEGIC OPPORTUNITY	CHALLENGE	GOAL	TIMELINE
Map Workforce Assets, gaps and opportunities	Limited opportunities, lack of awareness of existing programs, geographic location	Build a coalition, increase collaboration, expand opportunities and accessibility	Short/ Medium
Skill up population	Low educational attainment, lack of higher education	A trained and skilled workforce to meet existing and future industry needs	Medium/ Long
Expand specialized training and education	limited continued education opportunities	Create expanded opportunities around key industries	Medium/ Long

STRATEGIC OPPORTUNITY AREAS

Detailed description per concept below

1. Map existing workforce assets and resources, identify gaps for opportunity development

To create an integrated workforce ecosystem it's important to first identify the existing assets in community based organizations, programs, networks and geographic location/accessibility. Additionally local culture plays an important role in the success of creating and supporting an innovative workforce system. Building an asset map will help to paint a picture of gaps or opportunities for expansion.

It is recommended that a representative from each group working in this space, or other stakeholders meet on a quarterly or bi-annual basis for check-ins. Each group can present their top priorities for the upcoming quarter, and goals for the

future year. This creates more opportunities for cross collaboration and identifying partnerships, in addition to good networking.

This is a simple, organic approach to strengthening the workforce ecosystem through regular purposeful communication. Because of geographic challenges this event could easily be hosted by Zoom but it would be ideal for the group to get together at least once a year in person, ideally in a different location each time.

A further step would be an online public resource as a go-to site for information and connections. An excellent example would be WAM! - Colorado Springs Workforce Asset Map a free, well designed, online tool that helps job seekers, employers, and students identify and easily access local workforce-related resources.

The following is a starting draft of what an asset map could look like.

Employment Skills & Job Training	Smart Business Resource Center	*Weaverville*
	CalWORKs (California Work Opportunity and Responsibility to Kids)	*Weaverville, Hayfork, Mad River*
	Trinity County Health & Human Services – Employment Services	*Weaverville, Hayfork*
Apprenticeship Services	(None listed on Apprenticeship.gov)	
	The Laborers' Apprenticeship Program (Brick & Plaster) – Northern California Laborers Training Center	*Trinity County*
	Pre-Apprenticeship Program: Construction – Smart Business Resource Center	*Weaverville*
	State of California – Department of Industrial Relations	

Job Placement	Smart Business Resource Center	*Weaverville*
	CalWORKs	*Weaverville, Hayfork, Mad River*
	Trinity County Health & Human Services – Employment Services	*Weaverville, Hayfork*
Universities, Colleges	Shasta College: Trinity Campus	*Weaverville*
Post Secondary Institutions	Smart Business Resource Center	*Weaverville*
Targeted services	Workforce Innovation & Opportunity Act – Northern California Indian Development Council –Includes wrap around services	**Services Trinity County from Eureka, CA*
Re-entry Programs	CalWORKs	*Weaverville, Hayfork, Mad River*
Military	Trinity County Veterans Services	*Weaverville*
Employer Services	Smart Business Resource Center	*Weaverville*
Youth Resources	Smart Business Resource Center	*Weaverville*

Summer Job Placement	Hayfork Youth Conservation Crew (HYCC) – The Watershed Center	*Hayfork*
	Shasta-Trinity National Forest, U.S. Forest Service – Youth Opportunities*	
	**Various service industry locations*	
Youth Job Training	Trinity Alps School District	*Weaverville*
	Trinity County Health & Human Services - Employment Services	*Weaverville*
	Human Response Network *Transitional Services for Youth (in foster care*	*Weaverville*
	Pre-apprenticeship Program: Construction – Smart Business Resource Center	*Weaverville*
Wrap Around Services	Smart Business Resource Center	*Weaverville*
	CalWORKs	Weaverville, Hayfork, Mad River
	Trinity County Health & Human Services – Employment Services	Weaverville, Hayfork Weaverville
	Human Response Network	

IDENTIFIED GAPS

After a review of existing resources available to Trinity County, it appears there are some potential gaps in meeting the region's workforce needs.

- Technical; Specialty Institutions
- Seminary; Theological Institutions
- Workforce Advocacy
- Special Needs Employment
- Workforce Support

2. Expand specialized training and education around key industries

Trinity County offers unique assets that can be leveraged in workforce development to train local populations to meet existing and future employer needs as well as possibly become a magnet for education tourism. To further expand education and training opportunities work with schools and employers to expand internships, mentorship programs, apprenticeships, pre-apprenticeship opportunities.

January 18, 2023 Page 236 of 687

TOURISM

Outdoor recreation is already clearly a huge driver of local tourism and attractor to potential residents but it could be easily scaled up creating further opportunities in travel and hospitality.

In 2019, the travel industry was responsible for over 1.2 million jobs in California. In recent decades, this industry has experienced continued growth and has become one of the largest and fastest growing economic sectors globally with many direct and indirect benefits to communities:

- **Direct -** total spending within a particular area on tourism and activities for work or leisure.

- **Indirect -** investment, purchase of goods and services by sectors dealing directly with tourists (ex: purchases of cleaning services by short term lodging)

Healthy, active tourism boosts the economy, creates jobs, encourages small business growth, and strengthens local culture by identification and promotion of a shared identity. In addition, tourism provides pathways into the workforce for young adults and persons without higher education (The U.S. Travel Association).

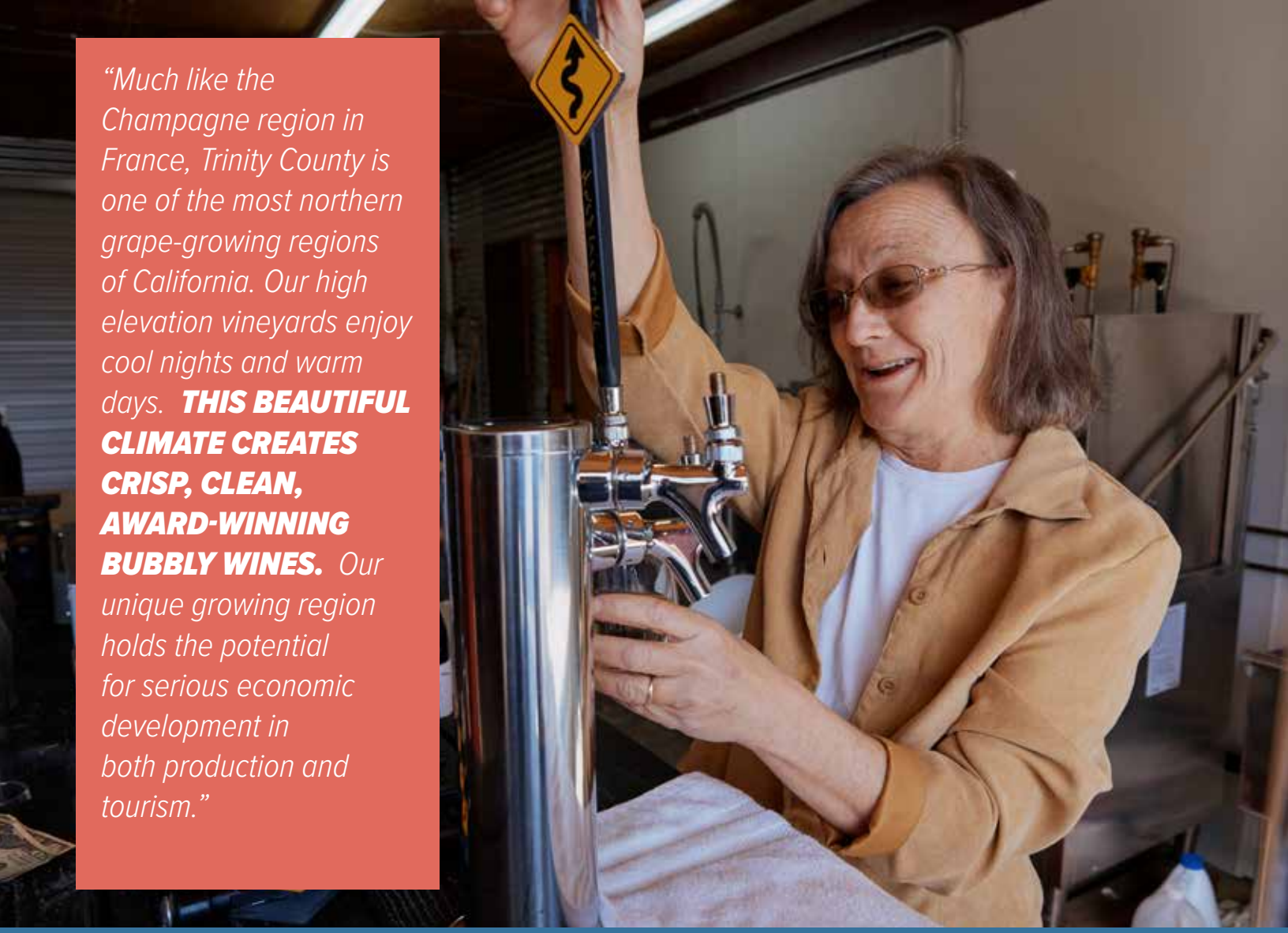
Trinity County can leverage existing tourism based on outdoor recreation by identifying opportunities for partnership and collaboration, coordinating programming and resources for small businesses and entrepreneurs, and working with regional schools to create new educational offerings in hospitality and travel.

THE TRAVEL INDUSTRY IS ONE OF THE TOP 10 LARGEST EMPLOYERS OF MIDDLE-CLASS WAGE EARNERS IN THE U.S.

Of the 6.1 million Americans working part time while pursuing higher education in 2018, more than half were employed in travel-related industries.

Experience in travel fosters entrepreneurship and grows small businesses. The skills gained through travel industry employment inspire entrepreneurship, particularly for women.

Made in America: Travel's Contribution to Workforce Development and Career Advancement - *U.S. Travel Association*



"Much like the Champagne region in France, Trinity County is one of the most northern grape-growing regions of California. Our high elevation vineyards enjoy cool nights and warm days. ***THIS BEAUTIFUL CLIMATE CREATES CRISP, CLEAN, AWARD-WINNING BUBBLY WINES.*** *Our unique growing region holds the potential for serious economic development in both production and tourism."*

CURVY ROAD KEGGED WINES

Owner Lisa Barrow relocated her business to Hayfork when it was struggling and is now growing and thriving as a favorite spot among locals and a destination for tourists. Curvy Roads specializes in handcrafted bubbly wine made from small mountain vineyards and partner with other complimentary local businesses for cross promotion and value add. Their scenic location hosts various social events including artist workshops, live performances, yoga and weddings/ private events. Curvy Roads is an excellent example of a business that truly serves the community as a part of the social infrastructure while also providing a unique and vibrant tourist destination.

TOURISM EXAMPLES

PATHFINDER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL IN PALMER, MA.

This high school hospitality management program teaches students career fundamentals and equips them with the certifications businesses need in their employees, including those from (OSHA) and ServSafe.

Businesses in Pathfinder's communities are taking an active role in the program's success by organizing work-based learning opportunities where students in the Co-op Education Program spend alternating weeks of full-time, paid employment and academic classes back at the school. Demand for these co-op students generally exceeds supply, and the participating companies receive a return on their investment through a better prepared pool of future applicants.

THE NATIONAL RESTAURANT ASSOCIATION EDUCATIONAL FOUNDATION'S PROSTART PROGRAM

A two-year, industry-backed culinary arts and restaurant management program for high school students. Students learn practical skills, work with a professional mentor, and finish the program ready to join the workforce and make an immediate impact in restaurants and foodservice. The program reaches approximately 145,000 students in nearly 1,800 schools in all 50 states, Washington, DC, and the Territory of Guam.

CANNABIS

The Bureau of Labor Statistics reports that, by 2025, the legal marijuana industry will support 1.5 million to 1.75 million jobs in the U.S., a more than four-fold increase in the sector's current employment totals.

As a part of the Emerald Triangle, cannabis is a deep part of the Trinity County story. The area has long-established cultivators and a wealth of intellectual property, skills, expertise, and knowledge on the growth and sale of this crop. Unofficial estimates show the county's cannabis-related employment dwarfing all other local job sectors.

Trinity County has an opportunity to embrace this identity and carve out a truly unique angle capitalizing on an elevated cannabis experience focused on health and wellness:

Trinity County is good for your mind, body and soul.

Efforts to associate the county's crop with a geographic indicator or appellation of origin model (similar to wine and spirits) could brand Trinity County cannabis as a top-shelf strain in dispensaries around the world. Further leveraging this brand could make for truly unique, specialized cannabis education and training opportunities.

There are now over 100+ cannabis degrees and courses offered at universities and educational institutions across the country such as; business, law, production, science, chemistry, and biology.

These types of innovative training programs would appeal to a wide variety of the population including traditional students seeking internships and fellowships, as well as professionals looking for a career change. Additionally, programs paired with the Emerald Triangle legacy would likely become a magnet for education tourism.

> **EXAMPLE:** CBD is now well known for a variety of health and wellness benefits from relieving chronic pain, to reducing stress and anxiety and can be found in countless products. CBD products and services are fully mainstream and have popped up everywhere at luxury spas and resorts.
>
> **8 U.S. Hotels With CBD Spa Treatments Worth Traveling For, Travel + Leisure** *(September 2021)*

Trinity County could work with local partners such as the Shasta School of Cosmetology and Shasta Community College, Dept of Business & Hospitality, in establishing a CBD spa and resort where students learn real life skills while guests get pampered and enjoy their stay in Trinity County. Additionally, the school could work with local cultivators and businesses to establish a "farm-to-table" model where products are locally grown/made.

Encouraging and supporting development of businesses surrounding this industry could spur growth such as:

- Spas specializing in CBD massage, pedicures
- Breweries, wineries or distilleries with CBD-infused products
- Hotels and short term lodging amenities
- Boutiques focused on specialty CBD products
- Speciality agricultural tours centered around these local assets

INSPIRATION

Dodi Blunts, the cannabis brand created by NFL star Marshawn Lynch, has teamed up with the Last Prisoner Project, a nonprofit dedicated to criminal justice reform for people with marijuana-related convictions, to launch a new apprenticeship program.

The 90 day paid program is designed to help justice-impacted individuals take their first step back into working society by offering mentoring, skill assessments, training and hands-on customized experience needed for a career in the cannabis industry.

"WE'RE FOCUSING ON THE FIRST STEPPING STONE BACK INTO SOCIETY AND HELPING PEOPLE WHEN THEY'RE AT THEIR MOST VULNERABLE AND NEED THE MOST HELP."

JEFF GOLDENBERG co-founder of 2nd and Goal Ventures

MARSHAWN LYNCH LAUNCHES APPRENTICESHIP PROGRAM FOR FORMER POT PRISONERS

GREEN ENTREPRENEUR, AUGUST 2021

CANNABIS EXAMPLES

UFCW APPRENTICESHIP PROGRAMS SET TO STRENGTHEN UNION CANNABIS JOBS (2021)

The UFCW's JATC cannabis apprenticeship programs, from seed to sale, will train workers and set the standards nationally for the industry. These programs will also help to ensure that cannabis jobs mean living wage jobs, pathways to advancement, and equity, especially for marginalized communities. They are developing a core curriculum that locals can use, add to, and change for their region. Along with the core curriculum, the union is also applying for accreditation so their apprentices can earn certificates and continuing education credits that can count toward college transfer credits.

> *"Cannabis workers care deeply about the product that they work with and deliver to the public—and every cannabis worker knows that training is key... Apprenticeship and training builds justice into the foundation of the cannabis industry."*

OP-ED | WHY CANNABIS WORKERS ARE CHOOSING THE UFCW (2022)

When people think of union careers, they think factories, meat packing plants, and grocery stores. They think of the electrical workers, iron workers, and their path from an apprenticeship to a lifelong career. Now, there is a new wave of workers in the United States paving the way **in a new industry, with its own pathway from apprenticeship program to career: cannabis.**

ADDITIONAL APPRENTICESHIP EXAMPLES

Logging Academy: HCC offers a Logging Academy Program in partnership with Mississippi Logging Association and Mississippi Forestry Commission. The academy is an 8 to 16-week program designed to equip students with little or no experience to become a logging equipment operator with safety certifications as well as Professional Logging Manager (PLM) status.

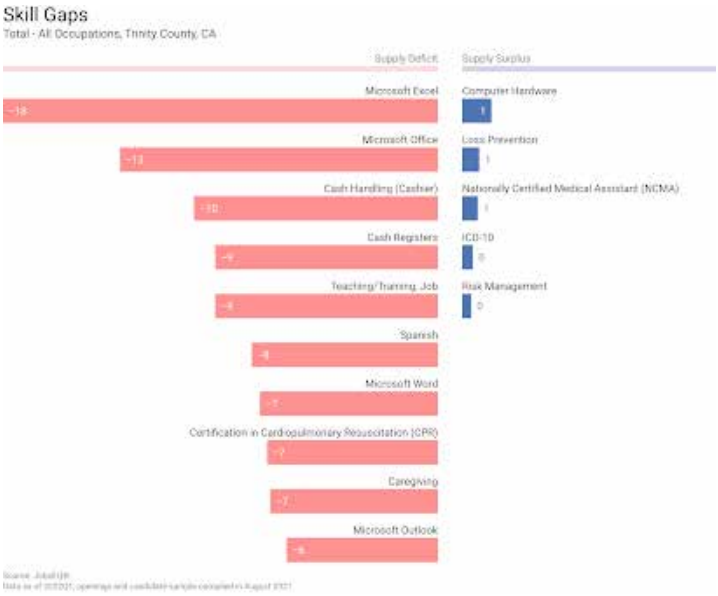
Mechatronics Apprenticeship Program: This training Program's curriculum is designed to enhance and prepare an apprentice to be fully qualified in multiple aspects of advanced manufacturing technology. The two-year commitment provides both technical classroom instruction and on-the-job training using an earn-while-you-learn model with training costs covered completely by the employer. Once assigned to an employer, apprentices earn a paycheck while learning on-the-job. Apprentices alternate between eight weeks of classroom work and eight weeks at their chosen company for the duration of the program. Participants in the program gain experience in a wide range of core competencies including motor controls, basic machining (mill, lathe, drilling, tapping, etc.), blueprint reading, functions of electrical and electronic systems, and much more.

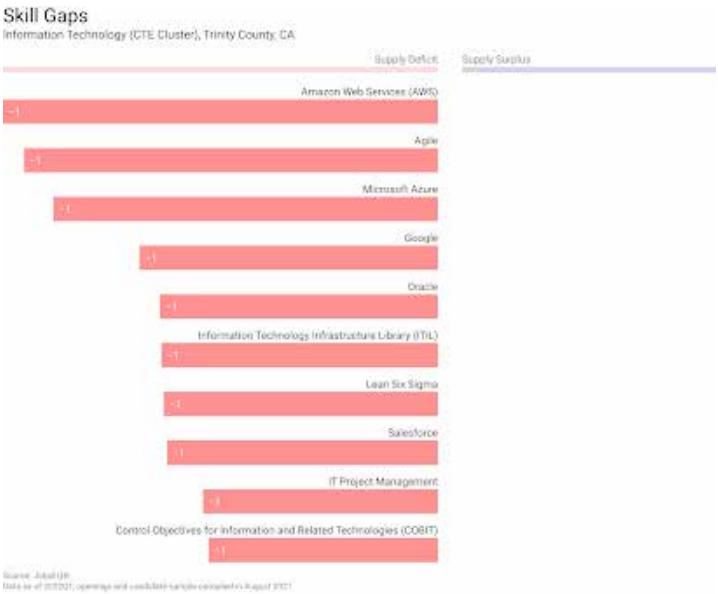
- Partners include GNO Inc., Northshore Technical Community College, Nunez Community College, Delgado Community College, Elmer Chocolate, Laitram, and Zatarain's.
- For more information, check out **this video overview of the program.**

3. Skill up existing population to meet current, future and remote work needs

Just like mapping available workforce assets is important, identifying candidate skills across all occupations and comparing to local employer needs via current job postings can help identify targeted training opportunities that are needed to skill up today's workforce in Trinity County.

The following chart highlights the existing gap of skill sets in Trinity County (left columns). It ranges from technological training (Microsoft) to cash handling to certification-required skill sets. These are all skills that the Trinity County population could receive training in in order to gain employment requiring these skills.





Upon further research into each of these skills, the combined skill set of Microsoft Excel, Office, Word, and Outlook is needed specifically for jobs related to general managers, bookkeeping/ accounting, office clerks, and general business operations within Trinity County. There is also a deficiency in cashiers, fast food, and retail workers that require cash handling skills.

Lastly, Trinity County has a deficiency in teaching/training related to firefighting, office clerks, correctional officers, and police/ sheriff patrol officers. This is an area where targeted training could be provided to fill the existing gap.

In terms of skill sets related to information technology-related jobs, this graph outlines skill deficiencies in the Trinity County population. Many of these skills could be learned through strategic training rather than traditional educational programs (undergrad or graduate courses). This is where targeted program development in Trinity would be useful in order to make residents more competitive for jobs in the professional, scientific, and technical services industries, which are typically high-paying career paths.

Various education and training opportunities are available at the SMART Center and Shasta College, however many local residents don't seem to know much about what exists. A countywide effort to market these programs would be beneficial in addition to exploring partnerships around the county for more accessibility outside of Weaverville. Perhaps a mobile unit or pop-up training in different regions of the county to remove transportation barriers.

FOUR CENTS

Our 2 cents based off of your 2 cents

COUNTY FELLOWSHIP PROGRAMS / PROFESSIONAL IN RESIDENCE

In feedback it was shared that the County has a hard time competing for workforce due to a variety of challenges including lower wages than neighboring counties and lack of housing. At the time of visioning sessions there were more than 50+ open positions available with the county. It was also reported that turnover is typically high and it is not uncommon for workers to only stay with the county for a year or two.

If this is a consistent challenge it might be worth the county embracing a strategy geared toward termed timeframes such as fellowships or "professionals in residence". This makes the job a time specific commitment, reduces wasted HR time, consistently brings new ideas and perspectives to the community, as well as increases the likelihood that a fellow will choose to stay after their commitment.

Many colleges and universities offer professionals in residence, and there are countless artist in residence programs available, many with multi-year waiting lists. Many offer a small stipend, hosted housing *(ADU's would work great!)* or funding towards housing, have clear expectations of the role, usually involve community education and a capstone project, as well as the flexibility to pursue individual projects, research, or interests.

It is additionally important to remember that job seekers are looking at communities as a whole.

If Trinity County was a product, would you buy it?

In a post pandemic economy and amidst the great resignation, it is arguable that the majority of the country's workforce now prioritizes flexibility, well being, happiness, and overall quality of life more than income, stability and traditional benefits.

If Trinity County can't compete in dollars it certainly can offer a number of things that are hard to find in other places and pair with benefits that don't have to cost additional dollars. Trinity County should lead the way in fostering a culture of true work/life balance with an emphasis on wellness and recreation, enjoying all the natural resources the area has to offer.

"The pandemic has ultimately shifted Americans' mindset on how they want to live, work, and play: all things that will reshape the economy."
- Business Insider (2021)

RECRUIT AND SUPPORT ENTREPRENEURS IN INNOVATIVE AND STRATEGIC OPPORTUNITY AREAS THAT MEET COUNTY PRIORITIES SUCH AS "GOATSCAPING"

When thinking about opportunities in local business development, don't be afraid to think outside the box. While goats might be everyone's favorite petting zoo animal, they are proving their worth in a variety of ways that could greatly benefit Trinity County immensely. Goat rental businesses can provide a variety of jobs to: botanists, restoration ecologists, arborists, goatherds, livestock dog trainers, landscape crews and even in the hospitality industry.

Goatscaping or goat grazing is a proven tactic in mitigating wildfires in California by clearing overgrown brush. Goats are used to suppress non-native grasses and effectively manage the fire fuel load. They consume the unwanted vegetation, leaving behind cleared terrain which reduces the amount of plant materials that are considered fire fuel. Another benefit to promoting goats is that cutting vegetation with machines or hand tools leaves behind downed biomass (which is fast fuel as it dries out). In addition, these tools and heavy equipment have historically been known to start fires with a single rogue spark while removing brush.

A goat rental business is a sustainable career for any interested developer. Check out Sage Environmental Group as a great example.

Goats have the chance to not only mitigate forest fires, but offer tourism opportunities as well. Goat tourism is strangely popular and goat hotels and goat yoga are fun trending destinations for tourists looking for a quirky spot to stay. AirBNB is now even promoting "Animal" experiences and stays, so there is a large market for hotels and accommodations that have an interactive animal experience.

A goat-themed restaurant (think cat cafe but with goats) could complete the experience and bring new visitors to Trinity County. Many goat rental companies offer educational tours of their goat grazing lands featuring their herds and livestock guardian dogs. Another idea is to retire older goats to a petting zoo experience.

Opportunities like this could qualify for a grant to start focusing on workforce development in the field of goat grazing in forested lands OR Wildfire prevention here.

Goat Business Examples:

- https://sageenvironmentalgroup.com/company/
- https://goatseatweeds.com/
- https://modernfarmer.com/2018/02/goat-yoga-goat-hotel-goatel/

PARTNERSHIPS

Examples of organizations that should be involved in Trinity County's workforce development efforts include, but are not limited to the following. Together, as a coalition, the leaders from these organizations should determine who else needs to be involved and what their role should be to advance collective priorities, programs and initiatives, and significant projects.

- **Trinity County**
- **Northern Rural Training and Employment Consortium (NoRTEC)**
- **Trinity County Health & Human Services – Employment Services**
- **Smart Business Resource Center**
- **Trinity County Visitors and Development Bureau**
- **CalWorks**
- **Chambers - Trinity County, Weaverville, Hayfork**
- **Shasta College**
- **Local Businesses, organizations/ employers**
- **Trinity Alps School District**
- **Trinity County Ag Alliance**
- **Forest Service, Shasta-Trinity National Forest**
- **The Laborers' Apprenticeship Program (Brick & Plaster) – Northern California Laborers Training Center**
- **Trinity County Veterans Services**
- **State of California – Department of Industrial Relations**
- **Hayfork Youth Conservation Crew (HYCC) – The Watershed Center**
- **Workforce Innovation & Opportunity Act – Northern California Indian**
- **Development Council**
- **Visit Trinity**

FUNDING OPPORTUNITIES

NATIONAL FARMWORKER JOBS PROGRAM
U.S. DEPT. OF LABOR

The National Farmworker Jobs Program (NFJP) is a nationally-directed, locally-administered program of services for migrant and seasonal farmworkers and their dependents. Career Services and Training grant recipients help farmworkers and their dependents acquire necessary skills to either stabilize or advance in their agricultural jobs or obtain employment in new industries.

NATIONAL DISLOCATED WORKER GRANTS
U.S. DEPT. OF LABOR

Discretionary grants to provide resources to states and other eligible applicants to respond to large, unexpected layoff events causing significant job losses. This funding is intended to temporarily expand capacity to serve dislocated workers.

RE-ENTRY EMPLOYMENT OPPORTUNITIES
U.S. DEPT. OF LABOR

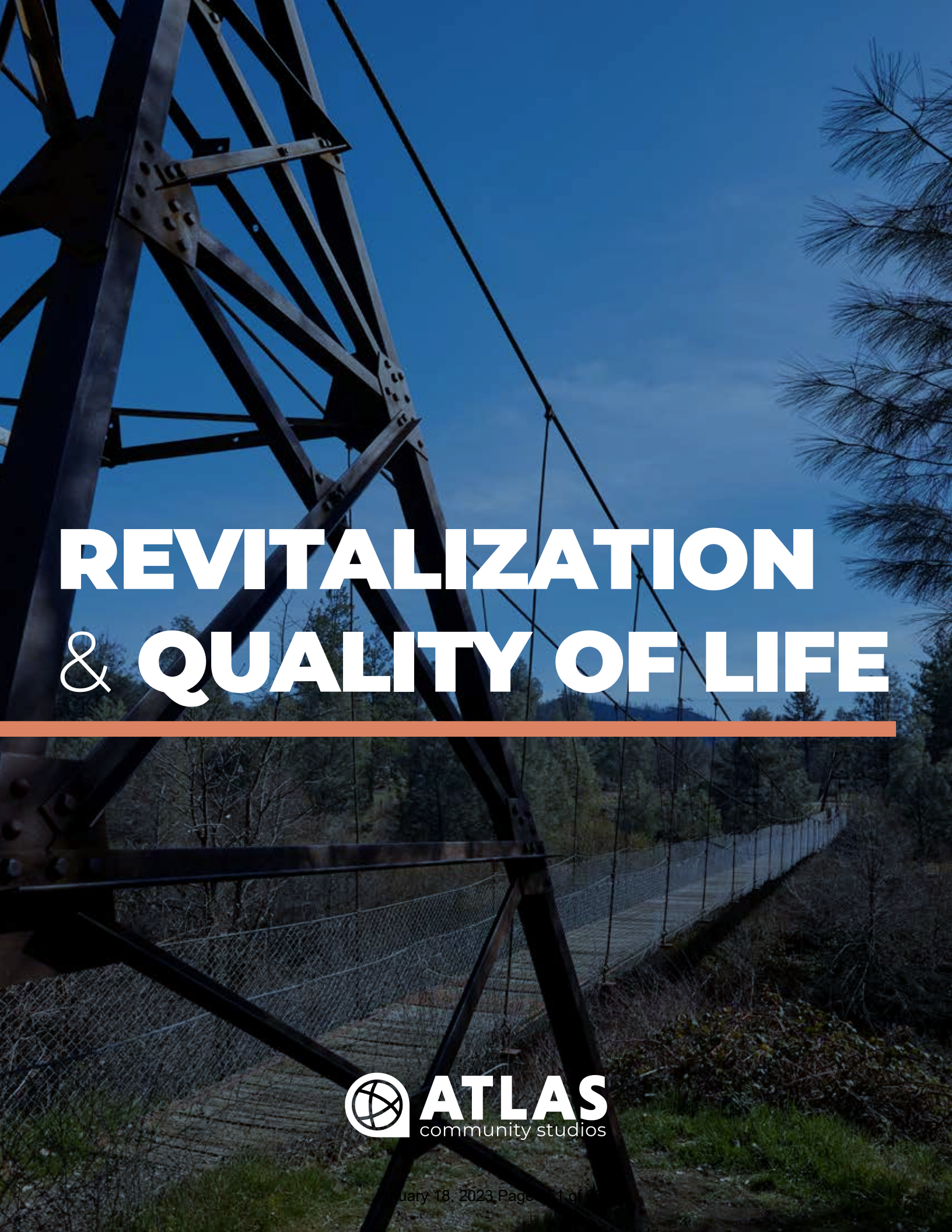
Provides funding for justice-involved youth and young adults and adults who were formerly incarcerated.

FOREIGN LABOR CERTIFICATION
U.S. DEPT OF LABOR

Application for Visa program. The foreign labor certification process is the responsibility of the employer, not the employee.

PROMISE NEIGHBORHOODS PROGRAM
OFFICE OF ELEMENTARY & SECONDARY

Goal to significantly improve the academic and developmental outcomes of children living in the most distressed communities of the United States, including ensuring school readiness, high school graduation, and access to a community-based continuum of high-quality services.



REVITALIZATION & QUALITY OF LIFE

ATLAS
community studios

REVITALIZATION & QUALITY OF LIFE OVERVIEW

The key trend and challenge for Revitalization and Quality of Life that were identified in the quantitative and qualitative research conducted for Trinity County's Community Assessment is reflected in the following statement:

Residents deeply love Trinity County but feel it is stuck expressing frustration of divisiveness, a lack of cohesive vision, no shared identity, or roadmap for the future.

In response to this key trend and challenge, the following strategic opportunities areas for Trinity County emerged.

STRATEGIC OPPORTUNITY AREAS

In response to this key trend and challenge, the following strategic opportunity areas for Trinity County emerged.

BUILD TEAM TRINITY

When asked how residents would describe Trinity County today, the results were fairly devastating. Despite challenges, one thing is certain: People love their places. Residents deeply love Trinity County for a wide variety of reasons and see endless opportunity but feel disheartened. The good news is that residents still held onto hope for the future and that should be harnessed for meaningful action.

Notable quotes from visioning sessions included:

"We need to remind ourselves who we are. We are RESILIENT."
"This place is very special. This is a place I want to protect."

Invite a coalition of local leaders, existing and newly identified to come together, learn more about their place, what makes it special, and how to support it. Their specific projects as a team can and should be established together, however overarching goals should be:

- **Be a connector bringing people TOGETHER for positive change**
- **Commit to care about the future of the county and communities individually and as a whole**
- **Bring positive energy and share optimism for the future**
- **Lead local marketing efforts to tell Trinity's story and celebrate its wins**
- **Provide public educational and social activities for positive connections and learning opportunities**
- **Lead calls to action for community support of place based initiatives**

Just like housing ambassadors this group should get together on a regular basis, ideally quarterly to share updates, wins and be in the loop about all things Trinity. This group should be thought of as the inner circle and public cheer squad. One easy way to keep the group engaged is to send email alerts, and create a private facebook group, where good news can be shared quickly and easily asking them to push it out as well.

EXPANDED ARTS AND CULTURE

Arts and culture strengthen the fabric of communities, helping neighbors feel more connected and included.

In 2010, Gallup and the Knight Foundation found *"empirical evidence that the drivers that create emotional bonds between people and their community are consistent in virtually every city and can be reduced to just a few categories. Interestingly, the usual suspects — jobs, the economy and safety — are not among the top drivers.* **Rather, people consistently give higher ratings for elements that relate directly to their daily quality of life."**

Cultural landscape and local amenities are often critical elements when people consider relocating to, or staying in a place. The arts are one of the top five drivers attracting people to communities.

Access to arts and culture have been proven in numerous studies to improve local health, safety, wellbeing. Additionally, there is a strong link between the creative industries in a community and that community's economic development, job recruitment and tourism.

Trinity County is fortunate to have a small but mighty existing arts community with tremendous energy and opportunity for growth.

Established local organizations such as The Highland Art Center and Trinity Arts Council as well as local galleries Main Street Gallery and Highland Arts Center could take the county's arts sector to the next level.

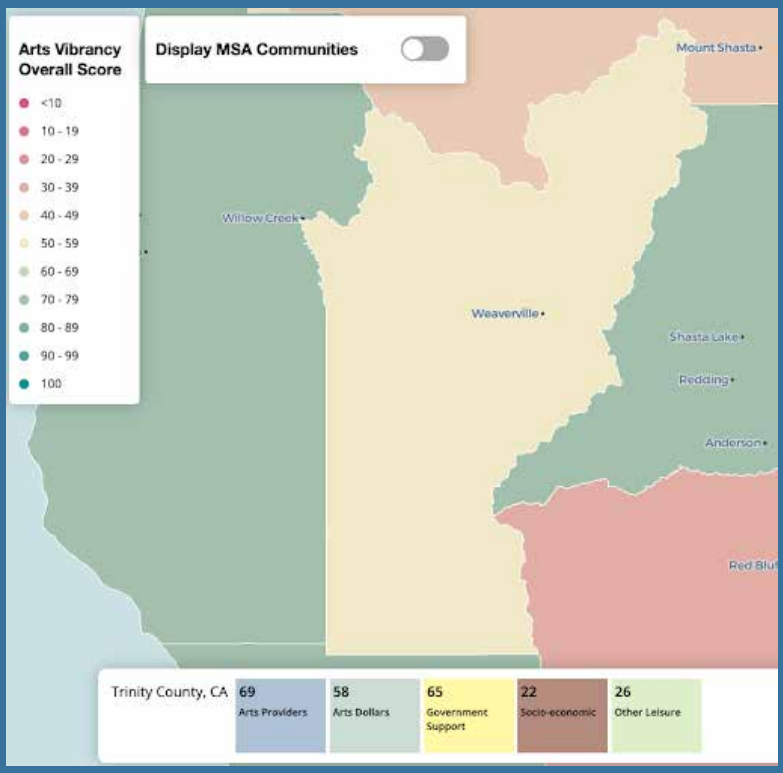
Options for this include cheaper living costs as people look to leave larger areas for more economic space. Establishing artist live-work spaces would create the benefit of both new housing stock and opportunities for artists to move to the area.

Defining the arts of the Trinity County area would create a sense of ownership by local artists similar to folk art embraced in Appalachian communities. While an artist from Weaverville may offer something different than an artist in Hayfork, their combined craft creates a fabric only found within the area.

The region seems like a natural oasis for artists and creatives. Many people noted during input sessions moving to Trinity County from the larger coastal cities to get away from the big city life including a lot of artists who want a more serene, inspiring environment.

With all this natural beauty, low cost of living and a burgeoning arts community, how can Trinity establish a creative economy that supports existing artists while also offering expanded opportunities for more creatives to establish themselves locally.

ART VIBRANCY MAP



The Arts Vibrancy Map is an interactive tool that provides arts professionals, funders, government officials, and advocates the data to help them see the relative strength of their community's Arts Providers, Arts Dollars, Government Support, Socioeconomic, and Other Leisure characteristics, each of which impacts arts organizations' performance.

Each county has an overall arts vibrancy score indicated by the colors shown in the legend, made up of weighted scores on the measures found along the bottom of the map in boxes. Each of these measures are scored akin to percentiles – i.e., if your county has a score of 56, it means it did better than 56% of communities on that measure. There are just over 3100 counties in the country, so scoring 90 means there are about 310 counties that ranked higher.

TRINITY COUNTY FALLS INTO THE 50-59% FOR ARTS VIBRANCY OVERALL SCORE.

Arts Providers (69%), Arts Dollars (58%), Government Support (65%), Socio-economic (22%), and Other Leisure (26%).

https://culturaldata.org/

CREATIVE ECONOMIES

Building a creative economy

- Prioritize access to the arts for people of all ages and youth including summer arts, music, theater and dance camps
- Expanded events, classes and workshops
- Possible Artist in residence program at the Highland Art Center with a suite built out on the second story
- Use the arts as a catalyst for community engagement
- Establish a co-op for artists with community studios, shared resources, business assistance, online sales, etc.

Creative Economy Toolkit
- Defining and Contextualizing the Creative Economy
Americans for the Arts

Millions of Americans are pursuing income streams that are based in creative pursuits. Artists, creatives and makers continually seek to do their work, choosing to work with both businesses and nonprofit arts groups; resulting in an ever-blurred line between the independent and private sectors. The result is a complex ecosystem of industries, educators, resource providers and participants that centers around creativity. This toolkit provides a high-level overview of how to identify and define the creative economy in your community. We recognize that these definitions will manifest themselves differently in each community and encourage readers to use these tools as a starting point or as another way to view the work. We offer examples of communities that are establishing programs and channeling resources into the creative economy in an effort to address broader community issues

SUPPORT LOCAL ARTS, ESTABLISH A 1% FOR THE ARTS PROGRAM

Percent-for-art programs allocate a small portion of capital construction or renovation budgets (usually one percent) for the purchase, commissioning, and installation of artworks. Percent for art programs are one effective way for states and territories to foster access to the arts and increase the aesthetic value of state-owned public buildings and public places. In the US there are more than 350 percent for art programs. Percent-for-art was first utilized in Philadelphia in 1959. Governance and management systems vary.

Percent for Art - Arts and Planning Toolkit
Includes an overview of typical partners, responsibilities, funding, process and success stories.

Example: Pierce County, WA - 1% for the Arts Program
Pierce County's One Percent for the Arts ordinance directs publicly-funded construction projects, with costs exceeding $100,000, to allocate one percent of the project budget for public art.

This program supports our mission to increase access to the arts for all Pierce County residents through a lasting legacy of publicly held artwork located in county-owned or county-leased facilities.

FUNDING OPPORTUNITIES

AGENCY/ ORGANIZATION	FUNDING PROGRAM
National Endowment for the Arts	**OUR TOWN** is the NEA's creative placemaking grants program. Through project-based funding, the program supports activities that integrate arts, culture, and design into local efforts that strengthen communities. These projects require a partnership between a local government and nonprofit cultural organization.
The McConnell Fund	**THE MCCONNELL FUND** awards grants primarily for the purchase of equipment or building-related projects in the following areas: Arts & Culture, Recreation, Environment, Community Vitality, Social Services, Health care, Children, Youth & Education. Trinity County is eligible to apply for up to $30,000. Application should open in February.
The Joseph & Vera Long Foundation	**THE JOSEPH & VERA LONG FOUNDATION** seeks to support school and community programs that provide access to tools, materials, classes, instruction, and support and guidance for creative expression for youth. Grants will be made for: Program Costs, Capital Improvements, Capacity Building, Materials/Supplies, Discounted Tuition Two grant cycles each year: Spring ($50K - $150K) and Fall ($10K - $49K).
The Standard Charitable Organization	The mission of **THE STANDARD CHARITABLE FOUNDATION** is to make a positive difference in the communities we serve by supporting community development, education and disability organizations. While the foundation has a broad goal of making a positive difference in our communities, we place special emphasis on helping individuals and families who have experienced a major disability or the loss of a loved one. Focus areas include: Healthy Communities, Disability and Empowerment, Cultural Development (including the Arts), Education and Advancement.

The MONAT Gratitude Grants Program	**THE MONAT GRATITUDE** program's philanthropic focus is to support new and existing initiatives in the following areas -- arts and culture, youth sports and recreation, and youth entrepreneurship. Grants range from $5,000-$20,000 in the US.
California Arts Council: ARTS Integration Training Grant	Awards of up to $5,000 per year support nonprofit arts organizations and teaching artists to plan and deliver professional development in arts integration strategies to classroom teachers, as well as site, district, and county-level administrators.
California Arts Council: The JUMP StARTs Program	**THE JUMP StArts PROGRAM** supports arts and culture education, apprenticeship and/or mentorship via artists-in-residence programs for system-engaged, system-impacted, and/or at-promise youth and young people through the age of 24. Funding is available for community Spaces and/or County Facilities, as well as planning grants to support arts organizations in the process of developing an arts project. $2,500 available for a planning grants, up to $50,000 for a full project grant.
The Statewide and Regional Networks (SRN)	**THE STATEWIDE AND REGIONAL NETWORKS** (SRN) program intends to contribute to the health and vitality of the creative workforce in California by creating a resilient network of arts service organizations and artists. They also provide specialized, practical services for artists, arts organizations, and cultural communities. Eligible Request Amounts Applicant organizations can request up to $50,000.
Art Mentor Foundation Lucerne Grants	Its aim and purpose is to support institutional and professional projects in the areas of Visual Art, Music, and Cultural Education worldwide. The Foundation endeavors to contribute to the perception of art as a core value of our society and each individual.

CREATE A UNIFIED VISUAL INDICATOR - A TRINITY COUNTY FLAG FOR ALL

Trinity County has divisions and challenges due to geography, no incorporated cities, scars from controversies over cannabis, and a seemingly constant loop of recovery and anxious anticipation of future wildfires.

Many residents shared frustration and a sense of disconnect from a broader identity within the region. As a way to build unity across the county and instill a sense of pride in the community, a flag is a simple yet immensely powerful visual representation which can build a sense of belonging and camaraderie. A flag can be flown, branded as apparel or simply made into a sticker to place on a vehicle as a way for someone to say, "I'm from Trinity County and I'm proud of it."

Additionally, this flag can serve as an economic driver for tourists to purchase a variety of Trinity County flag swag during their visit. See examples below.

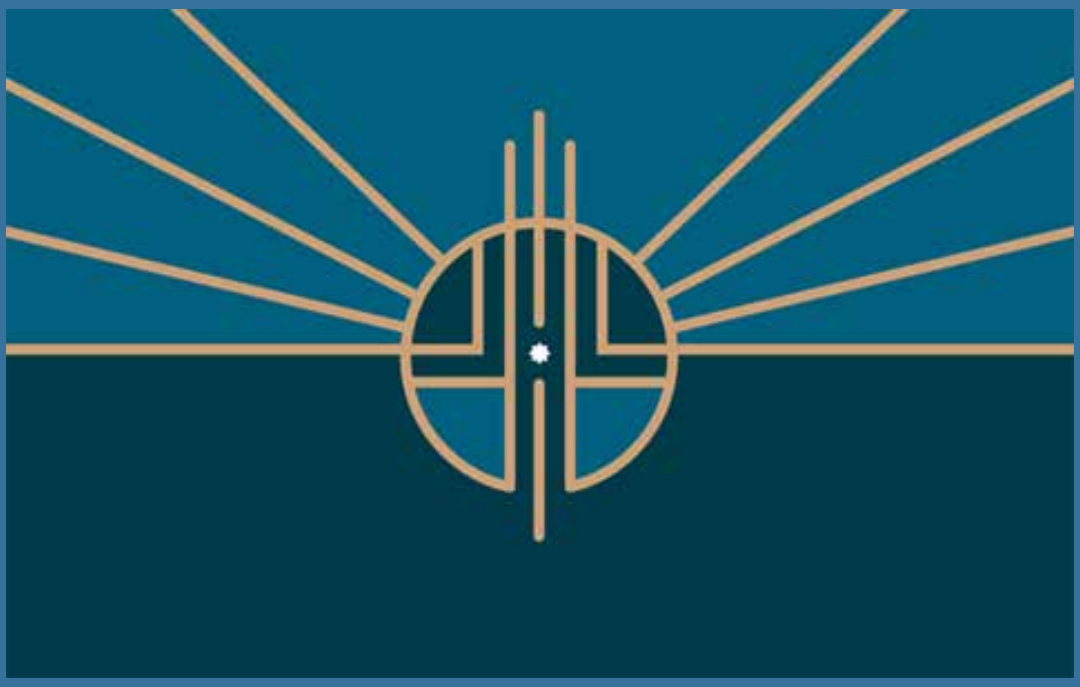
Best of all, this process doesn't have to be formally led by or adopted by the county. It can be a grassroots effort led by a group of people who want to help foster a sense of place and pride in the community.

UNITY THROUGH DESIGN: THE POWER OF FLAGS

Michael Green - TEDxTAMUSalon

"Flags may be the most underrated and yet the most powerful pieces of design. They can invoke feelings of pride, anger, or fear; we will die for them, or even kill for them. By examining how we feel about these everyday symbols, we can realize the immense power held inside simple pieces of colored cloth. Only then can we attempt to harness the power of flags to inspire us, not to further divide ourselves, but to unite us as a planet and as a species."

FLAG INSPIRATION



“The winning design, entitled All Roads Lead to Lincoln, was created by Ed Mejia, a local art director and graphic designer who immigrated to the United States from El Salvador. His design was inspired by the sight of Lincoln’s skyline emerging on the otherwise flat horizon as he first drove into town. He drew inspiration from art deco architecture and native artwork displayed inside the capitol building and used intersecting lines to capture the interconnection of technology, agriculture, and commerce that have drawn people to Lincoln throughout our past, present, and into the future. The beacon featured in the center of the design symbolizes the hope and optimism that the people of Lincoln are known for, as well as our reputation as a safe harbor for those seeking to make our community their home.”

the city of Lincoln, Nebraska recently held a flag design contest sponsored by American Marketing Association - Lincoln and Lincoln Young Professionals Group. The winning design was adopted by the city council in January, 2021.

Winning City of Lincoln flag design announced

BEST PRACTICES & RESOURCES

FLAG EXAMPLE - MILWAUKEE, WISCONSIN

The official flag of Milwaukee was adopted in 1954. A 2004 survey by the North American Vexillological Association rated the Milwaukee flag 147th out of 150 flags of major American cities

In 2016, following a redesign contest that received over a thousand submissions, voters in an online poll selected a new flag out of 5 finalists.

The winner, "Sunrise Over the Lake", has been termed "the People's Flag" and has received widespread public use, although it is not the official flag of the city.

Since the adoption of "The People's Flag" in 2016 the symbol has been used far and wide across the Milwaukee area including on official Milwaukee Brewers team apparel. There is also an online retail shop where people can buy almost anything with the logo on it.

Flag Design Rules according to the North American Vexillological Association:

1. **Keep It Simple -** a child can draw it from memory
2. **Use Meaningful Symbolism -** images, colors, or patterns should relate to what it symbolizes
3. **Use 2 or 3 Basic Colors** - Limit the number of colors on the flag to 3, which contrast well and come from the standard color set
4. **No Lettering or Seals** - Never use writing of any kind or an organization's seal
5. **Be Distinctive or Be Related** - Avoid duplicating other flags, but use similarities to show connections

99% INVISIBLE

Vexillologists — those who study flags — tend to fall into one of two schools of thought. The first is one that focuses on history, category, and usage, and maintains that vexillologists should be scholars and historians of all flags, regardless of their designs.

The other school of vexillology, however, maintains that not all flags are created equal, and that flags can and should be redesigned, and improved.
Episode 06: 99% Symbolic
Episode 140: Vexillonaire

PARTNERSHIPS

At a minimum, the following organizations should be substantially engaged in the Trinity County revitalization efforts. Together, as a coalition, the leaders from these organizations should determine who else needs to be involved and what their role should be to advance collective priorities, programs and initiatives, and significant projects.

- **Trinity County**
- **Trinity County Arts Council**
- **Chambers**
- **Visit Trinity**
- **Civic Groups**
- **Local Schools**
- **Highland Art Center**
- **Main Street Gallery**
- **EarthDance Art Gallery**
- **Trinity County Library**
- **Businesses/Organizations**
- **Shasta College**

FOUR CENTS

Our 2 cents based off of your 2 cents

HOST AMERICORPS MEMBERS FOR ADDED CAPACITY IN COMMUNITY DEVELOPMENT

Americorps connects individuals and organizations to help communities tackle their toughest challenges by sending people power and funding to communities across the country. Americorps programs make an impact focusing on education, disaster response, economic opportunity, environmental stewardship, healthy futures and veterans and military families.

Many of the suggested concepts in this plan could qualify for additional implementation capacity by hosting an Americorps member. There are a number of programs that would potentially be a good fit for Trinity County including:

VISTA - Volunteers in Service to America is an anti-poverty program designed to provide needed resources to nonprofit organizations and public agencies to increase their capacity to lift communities out of poverty.

NCCC - A full-time, team-based residential service program for 18-26 year-olds. The teams complete a variety of service projects, which are generally 3 to 13 weeks in duration, and respond to local communities' needs throughout the United States and territories.

State and National - Organizations identify their community need, then design and implement an AmeriCorps program that will leverage people power as a solution. They recruit, train and manage individuals, called AmeriCorps members, to deliver those services.

Americorps members live in the communities they serve to better understand the culture, participate in service-learning, and build leadership and life skills. They receive a modest living allowance to cover basic expenses during their service term.

Grant funding is available on a Federal (Competitive) and State (Formula) level. Contact Americorps California for more information.

FINAL THOUGHTS

Trinity County, like rural communities across the country, faces many challenges but also holds tremendous potential in existing assets. The good news is that Trinity County residents clearly love their place and want to see it thrive. As one visioning participant shared:

"This place is very special. This is a place I want to protect."

Purdue University identifies seven community capitals as: natural, cultural, human, social, political, financial, and built. Strong and resilient communities strive for balanced investments in these seven capitals but the reality is every community has a limited time, money and resources.

Remember, you can do everything, but you can't do it all at once.

To build momentum and maximize impact across all community capitals focus on the following overarching goals:

1. Bring people together under vision

2. Focus prioritization

3. Expand opportunities

4. Build ecosystems of support

APPENDICES

ATLAS
community studios

APPENDICES

Community Snapshot

Community Assessment Report

Public Survey Results

Community Visioning Results

Steering Committee Visioning Results

Fireproof Housing Resources

TRINITY COUNTY
Item Report 2.8

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	530-623-1265

Agreement: Department of Health Care Services (23-007)

Requested Action:

Approve an agreement with the California Department of Health Care Services for Trinity County to perform Medi-Cal Administrative Activities.

Fiscal Impact:

No impact to the General Fund; reimbursement for Medi-Cal Administrative Activities.

Summary:

Local Governmental Agencies (LGA) participating in the CMAA program may claim reimbursement for performing Medi-Cal Administrative Activities on behalf of the California Department of Health Care Services to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include: Medi-Cal Outreach, Facilitating Medi-Cal Applications, Contracting for Medi-Cal Services, Program Planning and Policy Development, Medi-Cal Administrative Activities Coordination and Claims Administration and Training. This agreement allows Trinity County Health and Human Services and Trinity County Probation to claim reimbursement for performing Medi-Cal Administrative Activities on behalf of the California Department of Health Care Services.

Alternatives Including Financial Implications:

Deny the agreement, preventing Trinity County from claiming reimbursement for performing Medi-Cal Administrative Activities.

Departmental Recommendation:

It is staff's recommendation that the Agreement between the County of Trinity and the California Department of Health Care Services be approved as presented.

ATTACHMENTS:

Description

CMAA Participation Agreement

County of: Trinity

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Trinity is to permit the Local Governmental Agency (LGA) to participate in the CMAA program under California's Medi-Cal program.

ARTICLE II – AUTHORITY

This PA is authorized pursuant to and in accordance with 2 Code of Federal Regulations, part 200 et seq.; 42 Code of Federal Regulations, part 433; Welfare and Institutions Code section 14132.47; DHCS issued policy and guidance, including but not limited to the CMAA Operational Plan, Policy and Procedure Letters (PPLs) published by the CMAA program; and any other applicable federal and state laws and regulations.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective as of July 1, 2021.

2. Upon the execution of this PA, both the LGA and DHCS agree to abandon and terminate the current Contract 21-10009 A01.

3. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.

4. Termination Without Cause:

   Either party may terminate this PA without cause by issuing a written notification to the other party of the intent to terminate the PA at least 30-days prior to the termination date. Termination shall result in the LGA's immediate withdrawal from the CMAA program on the termination date and exclusion from further participation in the CMAA program unless and until the LGA is reinstated by DHCS in the CMAA program. DHCS will continue to reimburse allowable claims for services provided prior to termination if they are accurate and complete. LGAs will remain responsible for any recoupments due to federal/state deferrals or disallowances for claims submitted prior to termination.

5. Termination With Cause:

DHCS may terminate this PA for cause, effective immediately, if the LGA fails to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause, effective immediately, if DHCS determines that the LGA does not meet the requirements for participation in the CMAA program, the LGA has not submitted a valid reimbursement claim to the CMAA program, or the LGA is unable to certify that the claims are eligible for federal funds. Termination will result in the LGA's immediate withdrawal and exclusion from further participation in the CMAA program.

The conviction of an employee, subcontractor, or authorized agent of the LGA, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the CMAA program shall constitute a breach of contract and DHCS may terminate this PA with cause.

Finally, DHCS may terminate this PA with cause in the event that DHCS determines that the LGA, or any employee or contractor working with the LGA has violated the laws, regulations or rules governing the CMAA program. In cases where DHCS determines that the health and welfare of Medi-Cal beneficiaries or of the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made this determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

ARTICLE IV – PROJECT REPRESENTATIVES

Matthew Jones, Chief
County-Based Medi-Cal Administrative Activities Unit
Local Governmental Financing Division
Department of Health Care Services
Telephone: (916) 345-7867
E-Mail: Matthew.Jones@dhcs.ca.gov

Direct all inquiries and notices to:

County-Based Claiming & Inmate Services Section
Maryann Hathaway, CMAA Analyst
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-8829
E-Mail: Maryann.Hathaway@dhcs.ca.gov

County of: Trinity

County of Trinity
Attn: Michael Cottone
Deputy Director
51 Industrial Parkway
Weaverville, CA 96093
Telephone: (530) 623-8254
E-Mail: mcottone@trinitycounty.org

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 Participation Agreement.

ARTICLE V – LGA RESPONSIBILITIES

1. The LGA shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters (PPLs), state issued policy directives, 42 United States Code Section 1396 et seq., 42 Code of Federal Regulations part 400 et seq., 45 Code of Federal Regulations part 95 et seq., 2 Code of Federal Regulations part 200 et. seq., relevant portions of Welfare and Institutions Code, Chapter 7 (commencing with section 14000) and Chapter 8 (commencing with section 14200), and the relevant portions of the California Code of Regulations, title 22, section 50000 et seq., all as periodically amended.

2. The LGA shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit A and made part of this PA by reference. The BAA may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the LGA with copies of the BAA at the time or before the PA is presented to the LGA for review, acceptance, and signature and will require acknowledgement of receipt by the LGA. Periodic updates to the BAA that are not electronically accessible via the Internet, an extranet link, or other mechanism will be presented to the LGA under separate cover and acknowledgement of receipt will be required. DHCS will maintain a copy of the BAA referenced herein and any subsequent updates. Data released to LGAs per the BAA is to be used solely for the purpose of verifying the Medi-Cal eligibility, Federal Financial Participation eligibility, Managed Care Plan designations, and identifying beneficiaries with alternate format needs, if applicable. The data elements used are listed in Attachment A to the BAA.

3. The LGA must ensure all applicable state and federal requirements are met with regard to expense allowability and fiscal documentation.

    A. The LGA must ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities as detailed in the CMAA Operational Plan.

B. CMAA invoices from the LGA submitted to and accepted by DHCS for payment, shall not be deemed evidence of an agreement of allowable costs.

C. Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this PA to permit a determination of expense allowability.

i. 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 or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable reimbursement.

D. Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which the LGA receives reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

4. LGA will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

5. The LGA assures DHCS that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. As a condition of participation in the CMAA program, and in recognition of costs incurred administering the CMAA program, the LGAs shall pay an annual participation fee through a mechanism agreed to by DHCS and LGAs, or, if no agreement is reached by August 1 of each year, directly to DHCS.

A. The participation fee shall be used to cover the cost of administering the CMAA program, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

B. The amount of the participation fee shall be based upon the anticipated DHCS salaries, benefits, operating expenses, and equipment necessary to administer the CMAA program and other costs related to that process.

7. At times, the LGA may find it necessary to enter into subcontracts with other organizations, such as Community Benefit Organizations (CBOs), to perform CMAA. The LGA agrees that any subcontracts created for this purpose will comply with the following requirements. Additionally, the LGA agrees to ensure that elected subcontractors adhere to the same federal and state rules and regulations as the LGA.

   A. Any and all subcontracts entered into to perform allowable CMAA activities must be made available for DHCS or federal review.

   B. The LGA is responsible for the acts and omissions of its employees or subcontractors.

   C. Contracts between the LGA and subcontractors must not include any employees who have been convicted of a felony or a misdemeanor involving fraud or abuse of any Medi-Cal applicant or beneficiary or abuse of the Medi-Cal program, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the Medi-Cal Administrative program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.

      i. An employee shall continue to be excluded from the CMAA program, regardless of any subsequent court order pursuant to section 1203.4 of the Penal Code allowing the employee to withdraw his or her plea of guilty and to enter a plea of guilty or not guilty, or setting aside the verdict of guilty or dismissing the accusation, information or indictment.

   D. Contracts between the LGA and subcontractors must not include any employees of either party who have been suspended or excluded from participation in the Medi-Cal, Medicaid, or Medicare programs, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a suspended or excluded employee from participation in the CMAA program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.

   E. Any contracts between the LGA and subcontractors must not include any employees of either party whose license, certificate, or registration has been revoked, suspended, or restricted if the license, certificate, or registration is required for Medi-Cal administrative activities, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the CMAA program may constitute a breach and subject this PA to termination pursuant to Article III, Provision 4.

County of: Trinity

ARTICLE VI – DHCS RESPONSIBILITIES

1. DHCS will remit payment to the LGA for eligible activities performed in accordance with the CMAA program and billed in accordance with applicable claim submission requirements found in the CMAA Operational Plan and PPLs issued by the CMAA program. In addition, DHCS will provide time survey training and invoice training to the LGA coordinators.

ARTICLE VII – FISCAL PROVISIONS

1. The LGA will be reimbursed for actual quarterly CMAA expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions and the CMAA Invoice provisions of the CMAA Operational Plan, quarterly time survey results based on the CMAA/TCM Time Survey Methodology, and PPLs issued by the CMAA program.

2. CMAA invoices shall include this agreement number and shall be submitted quarterly on a schedule established by DHCS. Invoices shall be submitted to DHCS electronically through the DHCS Secure File Transfer drop site.

3. Payments due to DHCS must be submitted to:

U.S. Mail	**Overnight Mail**
Maryann Hathaway	Maryann Hathaway
Department of Health Care Services	Department of Health Care Services
Local Governmental Financing Division	Local Governmental Financing Division
County-Based Claiming and Inmate Services Section	County-Based Claiming and Inmate Services Section
MS 2826	MS 2826
PO Box 997436	1501 Capitol Avenue
Sacramento, CA 95899-7436	Sacramento, CA 95814-5005

4. LGAs and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. § 200, and, specifically, 2 C.F.R. § 200.330). Consequently, as contractors, and distinguished from subrecipients, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

5. Submission of a falsified CMAA invoice by an LGA shall constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4. Submission of a CMAA invoice without supporting documentation by an LGA may constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4.

ARTICLE VIII – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the CMAA

program, this PA shall be of no further force and effect. In such event, DHCS shall unequivocally have no liability to pay any funds to the LGA or to furnish any other considerations under the PA and the LGA shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the CMAA program, DHCS shall have the option to either cancel this PA, with no liability to DHCS; or offer the LGA an amendment to the PA that reflects the reduced amount.

ARTICLE IX – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the CMAA program. The LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties, shall be payable on demand from DHCS.

2. If the LGA fails to remit payment, including any interest and penalties, pursuant to a federal audit disallowance following a demand for such payment from DHCS; DHCS has the option to terminate this PA, withhold future payments to the LGA for services rendered, or recoup payments made to the LGA for services rendered under the CMAA program.

ARTICLE X – AMENDMENT

1. This PA and any exhibits attached hereto shall constitute the entire agreement among the parties regarding the CMAA program and supersedes any prior or contemporaneous understanding or agreement with respect to the CMAA program and may be amended only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XI – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

County of: Trinity

ARTICLE XII – INDEMNIFICATION

1. It is agreed that the LGA shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LGA, its officers, employees, or agents.

ARTICLE XIII – AVOIDANCE OF CONFLICTS OF INTEREST

1. The LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.6 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to California Code of Regulations, title 22, section 51466.

County of: Trinity

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

LGA Name: _____

_____
Name of Authorized Representative
(Person legally authorized to bind contracts for the LGA)

_____
Title of Authorized Representative

_____
Signature of Authorized
Representative

_____
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

_____
Signature of the DHCS Authorized Representative

Brian Fitzgerald, Chief, Local Governmental Financing Division
Typed or Printed Name/Title of the DHCS Authorized Representative

_____
Date

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, (CFR) Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties.”

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

9.1.1 Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

18.1.1 Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online here at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 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.

DEPARTMENT OF HEALTH CARE SERVICES

HIPAA Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Local Government Agency (LGA)

LGAs will receive the following data elements from DHCS through the MOVEit eTransfer System for client data uploaded into LGAs' MOVEit accounts:

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initials
5. Date of Birth (CCYYMMDD)
6. CMAA Match Indicator
7. CMAA Rec Eligibility Indicator
8. Current Month CMAA Eligibility Indicator
9. 23 Prior Months CMAA Eligibility Indicators
10. MEDS Current Renewal Date
11. Fee For Service or Managed Care Indicator
12. Current HCP Plan Code
13. Federal Financial Participation Qualified Status Indicator
14. Alternate Format Selection Description

TRINITY COUNTY
Item Report 2.9

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	530-623-1265

Proclamation: Local Emergency - 2022-2023 Early Winter Storms

Requested Action:

Ratify the Director of Emergency Services' proclamation and confirm the existence of a local emergency in Trinity County due to the 2022-2023 Early Winter Storms.

Fiscal Impact:

No fiscal impact.

Summary:

On January 4, 2023, Governor Gavin Newsom proclaimed a state of emergency in California, effective December 27, 2022, due to the 2022-2023 Early Winter Storms, which have caused high winds, river flooding, falling debris, downed trees, and widespread power outages, resulting in infrastructure damage, as well as potential future unidentified impacts.

On January 9, 2023, President Joseph Biden approved an emergency declaration for California, effective January 8, 2023, making federal disaster assistance potentially available to impacted counties.

Alternatives Including Financial Implications:

Deny the request and give direction to staff.

Departmental Recommendation:

It is staff's recommendation that the Board of Supervisors ratify the Director of Emergency Services' proclamation of a local emergency due to the 2022-2023 Early WInter Storms.

ATTACHMENTS:

Description

CA Proclamation of a State of Emergency

Proclamation - Local Emergency - 2022-2023 Early Winter Storms

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS beginning December 27, 2022, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, and river and urban flooding; and

WHEREAS it is forecasted that additional and continuing storms related to this series of atmospheric river systems threaten California, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

WHEREAS in preparation for the forecasted storms, multiple California Conservation Corps flood fight crews, fire swift water rescue, and urban search and rescue teams have been strategically prepositioned for emergency response; sandbags have been made available throughout the State; and shelters are opening for displaced individuals; and

WHEREAS these storms forced the closure and caused damage to highways and roads, as well as caused levee and culvert failures, and mandatory evacuations in severely impacted counties, and such impacts will likely continue to be caused by the forecasted storms; and

WHEREAS these storms threatened and continue to threaten critical infrastructure, movement of resources, burn scars from recent wildfires potentially causing mud and debris flows; resulted in and threaten power outages to thousands of households and businesses; and caused and continue to threaten river and urban flooding due to excessive and prolonged rainfall; and

WHEREAS due to the series of atmospheric river systems continuously impacting counties throughout the State, the counties have not had time to mitigate the cascading impacts of these storms; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by these storms; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of these storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist throughout California.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.

2. The Office of Emergency Services shall provide assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.

3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of these storms. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these storms.

4. Any fairgrounds the Office of Emergency Services determines suitable to assist individuals impacted by these storms shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and may immediately utilize the fairgrounds without the fairground board of directors' approval.

5. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.

6. The California National Guard may be mobilized under Military and Veterans Code section 146 to support disaster response and relief efforts, as directed by the Office of Emergency Services, and to coordinate with all relevant state agencies and state and local emergency responders and law enforcement within the impacted areas. Sections 147 and 188 of the Military and Veterans Code are applicable during the period of participation in this mission, exempting the California Military Department from applicable procurement rules

for specified emergency purchases, and those rules are hereby suspended.

7. Any state-owned properties the Office of Emergency Services determines suitable for staging of debris as a result of these storms shall be made available to the Office of Emergency Services for this purpose in accordance with Government Code section 8570.

8. Drivers may exceed the hours-of-service limits specified in California Vehicle Code section 34501.2 and California Code of Regulations, Title 13, section 1212.5 while operating a vehicle engaged in fuel transportation in support of emergency relief efforts, subject to the following conditions:

    a. Motor carriers or drivers currently subject to an out-of-service order are eligible for the exemption once the out-of-service order expires or when they have met the conditions for its rescission.

    b. In accordance with Section 1214, Title 13, California Code of Regulations, no motor carrier operating under the terms of this Proclamation will require or allow an ill or fatigued driver to operate a motor vehicle. A driver who notifies a motor vehicle carrier that they need immediate rest shall be given at least ten consecutive hours off-duty before being required to return to service.

    c. Drivers shall maintain a driver's record of duty status, regardless of number of hours worked each day. These records shall be prepared, submitted, and maintained as required by Section 1213, Title 13, California Code of Regulations.

9. Consistent with Parts 390 and 395, Title 49, Code of Federal Regulations, drivers may exceed the hours-of-service limits specified while operating a vehicle engaged in fuel transportation in support of emergency relief efforts. These waivers shall be in effect for the duration of the driver's direct assistance in providing emergency relief, or thirty (30) days from the date of this Proclamation, whichever is less.

10. In order to allow out-of-state contractors and other utilities driving their own vehicles to provide mutual aid assistance for the restoration of electrical power within the counties impacted by these storms, applicable provisions of the Vehicle Code including, but not limited to, Vehicle Code section 34620 requiring a motor carrier permit [licensing] and imposition of certain fees, are suspended for motor carriers providing such assistance. Also, the requirements for motor carriers and drivers in Vehicle Code sections 1808.1 [pull-notice program that checks for driver's license violations], 27900 [display name on vehicle], 27901 [size and color of display name on vehicle], 34505.5 [requirement to have been inspected within 90 days], and 34501.12 [requirement to set up home base in California] are suspended while providing mutual aid assistance for the emergency restoration of services.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of January 2023.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

PROCLAMATION OF LOCAL EMERGENCY
RESULTING FROM 2022-2023 Early Winter Storms

WHEREAS, Trinity County Code, Title 2, Chapter 2.40 empowers the County Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when Trinity County is affected or likely to be affected by a public calamity, flood or natural disasters when the Trinity County Board of Supervisors is not in session, and:

WHEREAS, the Director of Emergency Services of the County of Trinity does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the County of Trinity, caused by the 2022-2023 Early Winter Storms, and;

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County, and;

WHEREAS, the County Board of Supervisors of the County of Trinity is not in session and cannot immediately be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, pursuant to California Government Code section 8630 of the California Emergency Services Act, and Trinity County Code, Title 2, Chapter 2.40, a local emergency exists within and throughout Trinity County as of December 27, 2022, and;

BE IT FURTHER PROCLAIMED AND ORDERED, during the existence of this local emergency, the powers, functions and duties of the Director and/or Deputy Director of Emergency Services shall be those prescribed by state law and Trinity County ordinances, resolutions and the approved Emergency Operations Plan, and;

BE IT FURTHER PROCLAIMED AND ORDERED, Trinity County is requesting any available State and/or Federal assistance to include California Disaster Assistance Act (CDAA) funding, and that this proclamation be forwarded to the Governor of the State of California, and that the Governor proclaim a State of Emergency for Trinity County and that the Governor request a Presidential Declaration from the President of the United States, and;

BE IT FURTHER PROCLAIMED AND ORDERED, the local emergency shall remain in effect for the next seven (7) days unless it has been ratified and extended by the Trinity County Board of Supervisors, who shall review the need for continuing the local emergency at least once every 60 days, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Elizabeth Hamilton, Director
County of Trinity
Office of Emergency Services

1-11-2023
Date

TRINITY COUNTY
Item Report 2.10

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	(530) 623-1265

Agreement: SacValley MedShare (23-006)

Requested Action:

Approve an agreement with SacValley MedShare to provide access to the SacValley MedShare Health Information Exchange.

Fiscal Impact:

No impact to the General Fund. Initial set-up and annual participation fees paid for by the Trinity County Public Health Branch.

Summary:

Trinity County's Public Health Branch, in partnership with Behavioral Health, are looking to contract with SacValley MedShare to obtain authorizations to participate in their Health Information Exchange (HIE) system.

Discussion:

SacValley MedShare, a California non-profit benefit corporation, possesses user licenses to indirectly operate an electronic HIE, utilized for the purpose of facilitating the aggregation and sharing of electronic protected health information (PHI) and clinical data. Permitted uses with this information include treatment, public health reporting and other purposes, in a manner that complies with all applicable laws. This agreement authorizes and provides for access to this exchange to both the Public Health Branch and Behavioral Health.

Alternatives Including Financial Implications:

Deny the item as presented and give further direction to staff.

Departmental Recommendation:

Denial of the proposed agreement would not allow for the Trinity County Public Health Branch and Behavioral Health to access health information through the MedShare HIE for treatment, reporting and other necessary purposes for coordination of healthcare across systems and counties.

It is the staff's recommendations the Board approve the item as presented.

ATTACHMENTS:

Description

SacValley MedShare Participation Agreement

This PARTICIPATION AGREEMENT (this **"Participation Agreement"** or **"Agreement"**) is made and entered into as of the Effective Date set forth in Exhibit B (the **"Effective Date"**) by and between SacValley MedShare, a California nonprofit public benefit corporation that will operate the SacValley MedShare Healthcare Information Exchange (**"SACVALLEY MEDSHARE"**), and the party identified in Exhibit B (**"Participant"**), collectively, the **"Parties,"** with reference to the following Recitals and upon the terms and conditions set forth below:

RECITALS

A. Whereas, SACVALLEY MEDSHARE operates an electronic health information exchange (the **"Exchange"**) organized and operated for the purpose of facilitating the aggregation and sharing of electronic protected health information (**"PHI"**) and clinical data and making the same available for Permitted Uses such as for treatment, payment operations, public health reporting and other lawful purposes, in a manner that complies with all Applicable Laws (defined below); and

B. Whereas, SACVALLEY MEDSHARE does not operate the Exchange directly, but contracts for it through a hosted service provided by Informatics Corporation of America ("**ICA**") under a Software License and Services Agreement (as amended from time to time, the "**ICA Agreement**");

C. Whereas, Participant desires to participate in the Exchange, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the Recitals stated above and the following terms and conditions, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS OF PARTICIPATION

1.0 GENERAL TERMS.

1.1 Defined Terms. Capitalized terms in this Agreement, including Exhibits and Attachments hereto shall have the definitions stated in Section 12 or elsewhere in this Participation Agreement or the Business Associate Agreement (Exhibit A), or as defined in the HIPAA Regulations.

1.2 Related Parties. As used herein, **"Related Parties"** means, with respect to a Party, such Party's Affiliates, and such Party's and its Affiliates' Authorized User(s), directors, officers, employees, agents, and independent contractors.

1.3 Incorporation of Exhibits and Policies and Procedures. The Policies and Procedures are incorporated in this Agreement as if fully set forth. Participant shall comply with the Policies and Procedures that are applicable to Participant's use of the Exchange. Exhibits A through I are attached and incorporated herein by reference. SACVALLEY MEDSHARE will provide Participant with a hard copy of the Policies and Procedures applicable to its use of the Exchange within five (5) business days of a written request therefor. SACVALLEY MEDSHARE may change the Policies and Procedures, in its reasonable discretion, at any time, and the change or modification shall be deemed effective and binding upon Participant upon not less than thirty (30) days' Notice, which Notice will include a hard copy of such changes or modifications. In the event SACVALLEY MEDSHARE adopts a new, or modifies an existing, Policy or Procedure (including as necessary to comply with Applicable Law) in a way that materially changes Participant's obligations, Participant's rights, Participant's potential exposure to liability or damage, or Participant's ability to participate in the Exchange (each of which will be deemed to constitute a material change) then Participant may terminate this Agreement under Section 2.3. It is the Participant's responsibility to keep informed of and compliant with new laws and amendments to Applicable Law, and to the Policies and Procedures.

1.4 Other Participants. SACVALLEY MEDSHARE shall ensure that each participant in the Exchange other than the Participant identified in Exhibit B (each, an "Other Participant") enters into a Participation Agreement, that contains substantially the same terms as the Participation Agreements of similarly situated Other Participants (as well as Participant, if similarly situated), and requires the Other Participant to adhere to uniform standards for Data privacy, security and use; it being acknowledged, however, that Other Participants will have varying ability to contribute Data.

2.0 TERM AND TERMINATION.

2.1 Initial Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and terminate on December 31, 2023 (the "Termination Date") unless terminated early or renewed as provided herein.

2.2 Renewal Term. Unless SACVALLEY MEDSHARE has ceased to make the Exchange available and no longer makes it available to any party, upon Participant's request, this Agreement shall be renewed for successive additional one-year renewal terms ("Renewal Terms"). Sixty (60) days prior to the end of the Initial Term and each Renewal Term of the Participation Agreement, SACVALLEY MEDSHARE shall send a new Exhibit B to the Participant. Any changes to fees in such Exhibit B are subject to Section 3.2. If Participant does not provide a notice of non-renewal to SACVALLEY MEDSHARE on or before the date thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, this Agreement will automatically renew for a Renewal Term.

2.3 Termination for Cause. Except as otherwise set forth in Exhibit A (Business Associate Agreement), Either Party may terminate this Agreement early, upon not less than sixty (60) days' Notice, as follows:

(i) Participant may terminate if Participant objects (A) to a material change to the Policies and Procedures, which are adopted by SACVALLEY MEDSHARE following the Effective Date, (B) to any change in fees pursuant to Section 3.1 and 3.2, (C) to any change to the System Requirements, and/or (D) to the terms of any third-party license agreement with which Participant is required to comply under Section 5.1.

(ii) either Party may terminate if the other Party fails to cure a material breach of this Participation Agreement within thirty (30) days of receipt of notice specifically describing the breach, or

(iii) either Party may terminate if the other Party commits a Serious Breach of Privacy or Security, or

(iv) either Party may terminate if the other Party fails to cure a material breach of the Business Associate Agreement within thirty (30) days after notice thereof, or

(v) either Party may terminate if such Party determines that its continued participation in this Agreement would cause it to violate any Applicable Law, or would place it at material risk of suffering any sanction, penalty, or liability.

2.4 Termination without Cause. Notwithstanding anything to the contrary contained elsewhere in this Agreement and Exhibits, Participant has the right to terminate the Agreement without cause at any time, upon not less than thirty (30) days' Notice.

2.5 Effect of Termination. Access to the Exchange shall cease immediately upon termination of this Agreement. Notwithstanding termination, neither Participant nor SACVALLEY MEDSHARE shall be relieved of their duties and obligations to protect the privacy of, and secure, store and maintain records of (as applicable), the transmission of Data occurring prior to termination. Participant may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. If oral notice is given, it will be followed by written notice as soon as practicable.

3.0 FEES AND PAYMENT.

3.1 Participation Fees. As consideration for the right to access the Exchange through the Hosted System, Participant shall pay "Participation Fees" in the total amount indicated in Exhibit B. The initial Participation Fee (as specified in Exhibit B) shall be due upon execution of this Agreement. Unless otherwise provided herein or in Exhibit B, annual Participation Fees for the Initial Term shall be due quarterly in advance, commencing upon the Effective Date, and annually starting on January 1 of the next calendar year and each January 1 thereafter. If Participant terminates this Agreement before the end of a quarter for which it has paid Participation Fees in advance, it shall be entitled to a pro rata refund of one-third of the Participation Fees that it paid for the quarter for each full month of the quarter remaining after the effective date of termination. Participant may withhold payment of amounts subject to good faith dispute. Participant shall bear all costs and expenses incurred by it in connection with its Participation and performance under this Agreement.

3.2 Changes to Fees. Subject to the terms of this Section 3.2 and subject to Participant's right of termination under Section 2.3, SACVALLEY MEDSHARE reserves the right to determine in its reasonable discretion the appropriate fee structure and to change the formula for calculating Participation Fees i.e. the amount of the annual fee, by giving Participant notice of the change and the new annual Participation Fee in accordance with Section 2.2, not less than sixty (60) days prior to the termination of the then current Initial Term or Renewal Term. If SACVALLEY MEDSHARE desires to increase any fees payable by Participant, SACVALLEY MEDSHARE must ensure that the increase applies equally to Participant and all similarly-situated Other Participants (both current and future). SACVALLEY MEDSHARE may increase the monthly fee for Support services and each recurring service, at the beginning of each calendar year during the initial term of this agreement and any extensions of this agreement or Exhibit B may change in an amount equal to the change in the United States Bureau of Labor Statistics Consumer Price Index (CPI) for all urban consumers (CPI-U) for San Francisco-Oakland-San Jose, CA, for the previous calendar year ending in October. The amount of such annual change shall not exceed 3%.

4.0 CONDITIONS AND LIMITATIONS ON PARTICIPATION IN THE EXCHANGE.

4.1 Right to Access the Exchange. Participant is hereby granted access to and the right to use the Exchange for Permitted Uses (described below). Participant will perform its obligations under the terms and conditions of this Participation Agreement, the Business Associate Agreement (Exhibit A), and the Policies and Procedures and will register its Authorized User(s) with the Exchange.

4.2 Scope of Participation / Use of Data by Participant.

4.2.1 Minimum Necessary Use of Data. The scope of Participant's participation in the Exchange shall correspond: (i) subject to Section 4.2.3, to a level that ensures that Participant is able to transmit Data to, and/or retrieve Data from the Exchange, and use, view or disclose such Data for a Permitted Use, and

(ii) to the minimum extent necessary to limit unnecessary or inappropriate access to and disclosure of PHI in accordance with the Policies and Procedures and Applicable Law.

4.2.2 Participant Use. Except as otherwise provided herein, Participant shall only use the Exchange and Data within the Exchange for a Permitted Use. A "Permitted Use" means, and is limited to:

(i) patient treatment and/or obtaining payment for treatment, and

(ii) once Data has been obtained from the Exchange for a purpose described in clause "(i)" above, any other lawful purpose.

The foregoing does not preclude a Participant from using Data pertaining to an individual with whom Participant has a patient relationship for any lawful purpose. The Parties acknowledge that once a Participant has obtained Data through the Exchange for a purpose described in clause "(i)" above, the Data is not subject to the restrictions of this Agreement, and may be used by the Participant for any lawful purpose.

4.2.3 Contribution of Data by Participant. Participant shall provide data to the Exchange as specified in Exhibit C.

4.3 Permitted Use of Data by SacValley MedShare.

4.3.1 The Parties acknowledge and agree that SACVALLEY MEDSHARE is a Business Associate; it is not a Health Care Provider. SACVALLEY MEDSHARE has no ownership interest in Data or derivatives thereof. Except as specified herein, SACVALLEY MEDSHARE does not make any warranties or representations whatsoever about the Data, and hereby expressly disclaims any and all warranties or representations of any kind including, but not limited to warranties and representations relating to the quality, accuracy, completeness or relevancy of the Data. The Data from Other Participants will be made available to Participant only if, when, and to the extent it is provided by such Other Participant to the Exchange.

4.3.2 Notwithstanding the foregoing, SACVALLEY MEDSHARE shall make reasonable and appropriate efforts to: (i) accurately represent and communicate Data it receives from the Exchange Community; and (ii) perform SACVALLEY MEDSHARE's functions with respect to aggregation of Data pertaining to a Patient in the LPR with a reasonable degree of accuracy for the benefit of Participant and Other Participants. SACVALLEY MEDSHARE shall promptly notify the Exchange Community of any inaccuracies in Data provided through the Exchange. SACVALLEY MEDSHARE shall not directly access or use the Data, and instead all access to Data is limited to access by ICA, subject to Section 7.4. SACVALLEY MEDSHARE shall permit ICA to use the Data only to provide the Hosted Services and support the Exchange as set forth in this Agreement.

4.4 Participation with Other Health Information Exchanges

4.4.1 Sequoia Project. SACVALLEY MEDSHARE will use reasonable efforts, in consultation and cooperation with Participant, to become a participant in The Sequoia Project (at www. sequoiaproject.org), eHealth eXchange, and to permit the exchange of Data in accordance with the standards of the Sequoia Project as soon as possible following the Effective Date. Based on the foregoing, when SACVALLEY MEDSHARE becomes a participant in The Sequoia Project, unless the Participant is itself a direct participant in The Sequoia Project, the Participant agrees to comply with the following provisions of the Sequoia Project Data Use and Reciprocal Support Agreement (DURSA), as amended from time to time: Participant shall (i) comply with all applicable law; (ii) reasonably cooperate with SACVALLEY MEDSHARE on issues related to the DURSA; (iii) Transact message content only for a permitted purpose; (iv) use message content received from another Participant in accordance with the terms and conditions of the DURSA; (v) within three (3) days after determining that a breach occurred, report the breach to SACVALLEY MEDSHARE; and (vi) refrain from disclosing to any other person any passwords or other security measures issued to the Participant by SACVALLEY MEDSHARE.

4.4.2. Reciprocal Agreements. SACVALLEY MEDSHARE may enter into agreements for the reciprocal exchange of Participant's health information with other Health Information Exchanges (each such agreement, a "DURSA"), provided that each DURSA complies in substance with the following provisions, at a minimum:

(a) Limitation on Use. The DURSA restricts the uses for which the other Health Information Exchange may request health information from SACVALLEY MEDSHARE to Permitted Purposes, as defined in the SACVALLEY MEDSHARE Participation Agreement.

(b) Authority to Request and Disclose Data. The other Health Information Exchange represents (i) that its participants are health care providers or are otherwise eligible to receive and disclose health information for Permitted Purposes, and (ii) that the other Health Information Exchange has valid agreements with its participants under which it is authorized by them to request, receive and disclose health information on their behalf.

(c) Privacy and Security. The other Health Information Exchange agrees:

(i) that it will not use or disclose health information received from SACVALLEY MEDSHARE for any purpose not permitted by the DURSA (i.e., for any purpose that is not a Permitted Purpose under the SACVALLEY MEDSHARE Participation Agreement);

(ii) that it will maintain a secure environment in compliance with the requirements of the HIPAA Security Rule (45 CFR Parts 160 and 164, Subpart C), including effective processes to authenticate its participants and their authorized users;

(iii) that it will promptly report to SACVALLEY MEDSHARE any breach of unsecured protected health information in accordance with the requirements of the Data Breach Notification Rule (45 CFR Parts 160 and 164, Subpart C); and

(iv) that it will otherwise comply with all applicable laws and regulations relating to the privacy, security, use and disclosure of health information received from SACVALLEY MEDSHARE.

4.5 Disclosure to Coroners and Medical Examiners. In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant covered entity to coroners and medical examiners for the purpose of identifying a deceased person, determining a cause of death, or other duties of the coroner or medical examiner as authorized by law, as permitted by 45 CFR § 164.512(g)(1).

4.6 Disclosure to Public Health Authorities. In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant covered entity to public health authorities that are authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions, as permitted by 45 CFR § 164.512(b)(1)(i).

4.7 Disclosure Pursuant to Authorization.

4.7.1 Disclosure. In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant pursuant to and as permitted by an individual authorization that complies with the requirements of applicable law and regulation, including the HIPAA Regulations and the California Confidentiality of Medical Information Act.

4.7.2 Verification of Authorization. SACVALLEY MEDSHARE and the Participant will review the form or forms of authorization to be used by the requesting party, and will agree upon (i) an acceptable form of authorization, and (ii) a dataset that may be released pursuant to the approved form of authorization. SACVALLEY MEDSHARE may rely upon a representation of the requester that it has obtained an authorization from the individual in the approved form, that the authorization has not expired, and that it has the authorization on file and will make it available to SACVALLEY MEDSHARE and the Participant upon request. SACVALLEY MEDSHARE will conduct a periodic, retroactive review of a sample of the authorizations obtained by the requester, and shall notify the Participant if it appears that any release was not authorized. SACVALLEY MEDSHARE shall have no liability whatever to Participant for any release made in accordance with this section, even if it is determined that the release was not in fact authorized.

4.7.3 Maintenance of Authorizations. SACVALLEY MEDSHARE will obtain copies of all authorizations pursuant to which it releases Participant's health information, and will maintain them and make them available to Participant for six (6) years following the release.

4.7.4 **Fee.** SACVALLEY MEDSHARE may receive a reasonable cost-based fee from the requesting party to cover the cost of preparing and transmitting the information provided pursuant to section 4.7 of this agreement, or such other fee as may be permitted by applicable law and regulation

5.0 SOFTWARE LICENSE/ACCESS TO HOSTED SYSTEM.

5.1 License to Use Software and Hosted System. SACVALLEY MEDSHARE grants to Participant for the Term, a royalty-free, non-exclusive, nontransferable, non-assignable, non-sub-licensable, and limited right for Participant and its Authorized Users to use the Software and access the Hosted System for the sole purpose of participating in the Exchange pursuant to this Participation Agreement. Participant acknowledges that the Software has been licensed to SACVALLEY MEDSHARE by ICA under the terms of the ICA Agreement. This license includes any additional software developed by or for SACVALLEY MEDSHARE for the security, privacy and exchange of Data through the Hosted System. Such new or revised Software shall automatically become subject to this Agreement and available to Participant upon its installation or incorporation into the Hosted System. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SOFTWARE IS LICENSED "AS IS" AND SACVALLEY MEDSHARE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

5.2 Software/Hardware System.

(a) SACVALLEY MEDSHARE will provide, and Will Cause (as defined in Section 12.1) ICA to provide, a secure viewer web-based application to Participant to securely retrieve and view the Data provided. Participant has access to an Internet connection and an Internet browser with computer equipment and software (other than the SACVALLEY MEDSHARE HIE Software) that meets or exceeds the minimum configuration requirements ("System Requirements") set forth on Exhibit D, which may be amended or supplemented from time to time, subject to Participant's right of termination under Section 2.3.

(b) SACVALLEY MEDSHARE will use reasonable efforts, in consultation and cooperation with Participant, to become a participant in The Sequoia Project, and to permit the exchange of Data in accordance with the standards of the Sequoia Project as soon as possible following the Effective Date. SACVALLEY MEDSHARE may also become a participant in the California Trusted Exchange Network. Based on the foregoing, when SACVALLEY MEDSHARE becomes a participant in The Sequoia Project or the California Trusted Exchange Network, unless the Participant is itself a direct participant in The Sequoia Project California Trusted Exchange Network, the Participant agrees to comply with the following provisions of the Sequoia Project Data Use and Reciprocal Support Agreement (DURSA), as defined in Section 15.04 of the DURSA, and of the California Data Use and Reciprocal Support Agreement (CalDURSA), as defined in Section 15.4 of the CalDURSA, as amended from time to time: Participant shall (i) reasonably cooperate with SACVALLEY MEDSHARE on issues related to the DURSA and the CalDURSA; (ii) Transact message content only for a permitted purpose; (iii) use message content received from another Participant in accordance with the terms and conditions of the DURSA and the CalDURSA; and (iv) refrain from disclosing to any other person any passwords or other security measures issued to the Participant by SACVALLEY MEDSHARE.

5.3 Participant's Computer System Security Requirements. At all times, Participant, at its sole cost and expense, shall establish, implement and update its internal security system, specifications and procedures for its computer servers, software and internet connections so that they meet or exceed the "Security Requirements" set forth on Exhibit E, which may be amended or supplemented as provided in Section 1.3.

5.4 Participant's Limited Use of the Software, Hosted System; Documentation. Participant shall not (and it shall not permit its Authorized Users to):

(i) attempt to interfere with or disrupt the Hosted System;

(ii) sell, assign, rent, lease, resell, license, sub-license or otherwise provide access to or distribute the Software or the Hosted System or documentation to anyone other than its Authorized Users;

(iii) use the Software, Hosted System or Documentation for the purposes of providing commercial data processing services, such as commercial use in a service bureau, timesharing, remote batch, or similar commercial operation, to third parties;

(iv) by reverse engineering or other process(es) create or attempt to create, or permit others to create or attempt to recreate the Software or the Hosted System;

(v) copy, modify, or distribute any portion of the Software, the Hosted System or any Documentation (except for internal use) related to the Software or the Hosted System;

(vi) transfer or assign any of its rights hereunder;

(vii) create any derivative works based on the Software, Hosted System or documentation (except for internal use);

(viii) export, re-export, divert or transfer the Software, Hosted System or documentation outside the United States; or

(ix) remove the trademark, copyright, trade secret or other proprietary legends or notices which appear on or in the Software.

Notwithstanding anything to the contrary, none of the restrictions set forth above are applicable to a Health Care Provider Participant's own Data or Data to which such Health Care Provider Participant has rightful access, including Data pertaining to an individual with whom Participant has a patient relationship.

5.5 Consents and Notices. Participant will modify or update its notice of privacy practices as may be necessary to reflect Participant's participation in the Exchange.

5.6 Use in Compliance with Applicable Laws. Each Party agrees to use the Software only in compliance with all Applicable Laws and shall take no actions with the Software that would cause the other Party to be in violation of any Applicable Laws.

5.7 Ownership. Participant acknowledges that title to all copies of the Software and Software-related Documentation provided by SACVALLEY MEDSHARE and all modifications thereto and derivative works thereof, including all intellectual property rights therein, shall remain exclusively with SACVALLEY MEDSHARE and its licensors, and Participant, Other Participants and Authorized Users are entitled solely to a nonexclusive license to use the Software. Except as required by any applicable federal, state and local public record access laws and regulations,

6.0 EXCHANGE SERVICES AND OPERATIONS

6.1 Exchange Operations. SACVALLEY MEDSHARE will maintain and operate the Hosted System and limit access to Participant and Other Participants. SACVALLEY MEDSHARE may contract with subcontractors to maintain and upgrade the Software or the Hosted System from time to time, operate the Exchange, and provide support services, among other things. In each such case, SACVALLEY MEDSHARE will require its subcontractors to:

(i) maintain the confidentiality of all Data and other proprietary information relating to Participant,

(ii) execute a Business Associate Agreement whenever such person or entity may have access to, view, receive, transmit or disclose PHI, and

(iii) comply with Applicable Laws.

6.2 Exchange Availability. SACVALLEY MEDSHARE will, and Will Cause ICA to, provide Participant with access to the Exchange 24 hours per day, 7 days a week, in accordance with Exhibit H. SACVALLEY MEDSHARE will, to the extent reasonably possible, (except in the event of an emergency), provide advance written notice of downtime(s) by sending Participant a downtime alert by email.

6.3 Support Services. SACVALLEY MEDSHARE will provide support services ("Support Services") to assist Participant with registering and training Authorized Users to use the Exchange (the "Exchange Helpdesk") as set forth in Exhibit F. For all other technical support after normal business hours, SACVALLEY MEDSHARE Will Cause ICA to respond and act in accordance with Exhibit F.

6.4 Data Exchange Records. SACVALLEY MEDSHARE will maintain records of the dates, times and the specific patient health records accessed by Authorized Users in each Data exchange as set forth in its Policies and Procedures. SACVALLEY MEDSHARE shall not maintain patient health records or review or inspect the content of PHI or the content of Data exchanged through the Exchange for accuracy, completeness or for any purpose, other than as provided in this Agreement or for a Permitted Use as provided above or in the Business Associate Agreement.

6.5 Disaster Recovery. SACVALLEY MEDSHARE will cooperate with the Exchange Community in restoring the Hosted System, and retrieving lost, or corrupted Data in the event of Force Majeure, Breach or Security Incident in accordance with ICA's established recovery plan and policies and procedures.

6.6 Other Services. SACVALLEY MEDSHARE's services include each of the following:

(a) establishing Policies and Procedures and applying standards for use and exchange of Data;

(b) maintaining Data (and SACVALLEY MEDSHARE Will Cause ICA to maintain Data) in the performance of SACVALLEY MEDSHARE's services;

(c) conducting accurate record matching for Data contributed by Participant and/or Other Participants and creating and maintaining a single LPRs for each Patient for whom Data has been contributed by one or more Participant and/or Other Participant; and

(d) performing other services, tasks, and responsibilities as reasonably requested by Participant and accepted by SACVALLEY MEDSHARE relating to SACVALLEY MEDSHARE's performance under this Agreement.

7.0 WARRANTIES AND REPRESENTATIONS

7.1 Registration and Compliance with Policies and Procedures, and Applicable Laws. Participant warrants and represents that it will not access the Exchange unless and until it has registered its Authorized User(s), and complied with SACVALLEY MEDSHARE Policies and Procedures applicable to Participant's use of the Exchange, the Business Associate Agreement, and all Applicable Laws, as amended from time to time.

7.2 Patient Notice and Consent for Data Access. Participant agrees to include in its notice of privacy practices under HIPAA that Patient Data will be provided to an HIO. Patient Data will be made available by the HIO to others involved in the patient's treatment, unless the Patient that is the subject to the Data chooses to opt-out of allowing access. Opt-out forms can be found on the SACVALLEY MEDSHARE website (http://sacvalleyms.org/).

7.3 Authorized Users. Participant will use reasonable efforts to cause its Authorized Users to have the appropriate qualifications and training necessary as set out in the Policies and Procedures to access and use the Hosted System and to use the Hosted System in accordance with the System Requirements. Notwithstanding the foregoing, if any changes are made to the Hosted System or the System Requirements, Participant will have a reasonable period of time (not less than thirty (30) days) after Participant receives Notice of such change to comply with the foregoing requirements.

7.4 Privacy and Security of Data.

7.4.1. Generally. At all times, Participant and SACVALLEY MEDSHARE shall implement and maintain internet and operational safeguards and procedures to ensure the privacy, security, and accuracy of Data, in compliance with this Participation Agreement, the Business Associate Agreement, Policies and Procedures applicable to Participant's use of the Exchange, and all Applicable Laws. SACVALLEY MEDSHARE will require ICA to implement and maintain a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of patient data in the possession of ICA, and comply in material respects with applicable laws. SACVALLEY MEDSHARE shall access, communicate, and make use of Data or any derivatives thereof only as set forth in Section 4.3.2. Participant shall authenticate and protect the login information of its Authorized Users.

7.4.2 Reporting Breaches; Reports. Without limiting any Business Associate Agreement entered into in connection with this Agreement, SACVALLEY MEDSHARE and Participant shall report to the other any of the following, of which Participant or SACVALLEY MEDSHARE (as applicable) becomes aware, in each case if related to or affecting Patient Data submitted by Participant to the Exchange or the manner in which Participant issues and manages login credentials for the Hosted System: (a) use or disclosure of Patient Data not provided for by this Agreement, (b) any Security Incident concerning electronic Patient Data, and (c) any Serious Breach of Privacy or Security. This report shall be made without unreasonable delay and in no case later than twenty-four (24) hours after the Party becomes aware of the use, disclosure, incident, or breach.

7.4.3. Safeguarding Patient Data. SACVALLEY MEDSHARE shall, Will Cause (as defined in Section 12.1) ICA to, and shall cause its other Related Parties to, comply with the requirements set forth in the attached Exhibit G.

7.4.4 Access to Data. Each of Participant and SACVALLEY MEDSHARE represents and warrants that it is authorized to access, and to provide access, to Patient Data that such party accesses, or to which such party provides access, under this Agreement. Notwithstanding anything to the contrary, SACVALLEY MEDSHARE represents, warrants, and covenants that neither SACVALLEY MEDSHARE nor any of SACVALLEY MEDSHARE's personnel or contractors, other than ICA, will directly access any Patient Data in the Exchange or Hosted System, except with the written consent of the Participant that provided that Patient Data, or under the terms of an appropriate business associate agreement.

7.5 System Operations, Systems Necessary to Participate in Exchange. Participant, at its own expense, will obtain, install, and maintain the computer equipment, software, services and testing necessary to effectively and reliably provide Data to and access Data in the Exchange, as specified in the System Requirements.

7.6 Documentation of Information for Patient Health Care; Record Retention; Storage and Backup. Participant, at its own expense, shall arrange for and maintain secure storage and backup of all Data it transmits to, or that it accesses through the Exchange if and as required by Applicable Law.

8.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.

8.1 Exercise of Independent Professional Judgment. Participant acknowledges that the Exchange is not a substitute for the exercise of Participant's or its Authorized Users' own professional medical judgment. Subject to SACVALLEY MEDSHARE's obligations under this Agreement to communicate Data as set forth herein, Participant and its Authorized Users are responsible for confirming the integrity of all Data and for the use or omission of such Data in connection with a patient's Health Care. Notwithstanding the foregoing, SACVALLEY MEDSHARE will, and Will Cause ICA to, at all times use industry-standard measures to ensure data integrity and conduct industry-standard record matching.

8.2 Other Participants' Use of Participant's Data. Participant acknowledges that Other Participants will participate in the Exchange, and Participant hereby consents to the access, use, and retrieval of Data by Other Participants in the Exchange in accordance with Applicable Law and this Agreement. SACVALLEY MEDSHARE will require such Other Participants to comply with the Policies and Procedures and the same Security Requirements and System Requirements as Participant. Notwithstanding the foregoing, Participant acknowledges that SACVALLEY MEDSHARE does not warrant the accuracy, completeness or security of Data (in the form provided to SACVALLEY MEDSHARE) exchanged by Other Participants.

8.3 Release of Liability.

8.3.1. EXCEPT AS EXPRESSLY STATED HEREIN, THE EXCHANGE, THE HOSTED SYSTEM, THE SACVALLEY MEDSHARE SOFTWARE AND THE DATA ARE PROVIDED TO PARTICIPANT BY SACVALLEY MEDSHARE, "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY. SUBJECT TO THE TERMS OF THIS AGREEMENT, USE OF THE INTERNET, CARRIER LINES, SACVALLEY MEDSHARE SOFTWARE, THE HOSTED SYSTEM, THE EXCHANGE AND THE DATA DISCLOSED TO PARTICIPANT THROUGH THE EXCHANGE IS AT THE PARTICIPANT'S SOLE RISK AND EXPENSE.

PARTICIPANT HEREBY EXPRESSLY RELEASES SACVALLEY MEDSHARE OF AND FROM ALL LIABILITY OF ANY KIND, UNDER ANY THEORY, FOR OR RELATING TO ANY CLAIM WHETHER BROUGHT BY PARTICIPANT OR A THIRD PARTY, ARISING OUT OF OR RELATING TO:

(1) THE USE AND DISCLOSURE OF DATA BY PARTICIPANT AND/OR OTHER PARTICIPANTS;

(2) THE SECURITY OR RELIABILITY OF PARTICIPANT'S AND/OR OTHER PARTICIPANTS' INTERNET CONNECTIONS TO THE HOSTED SYSTEM, OR

(3) THE ACCURACY, COMPLETENESS, RELEVANCE, OR DISCLOSURE OF DATA MADE AVAILABLE TO PARTICIPANT AND OTHERS VIA THE EXCHANGE.

EXCEPT AS PROVIDED IN SECTION 8.3.2, IN NO EVENT SHALL SACVALLEY MEDSHARE OR PARTICIPANT BE LIABLE, REGARDLESS OF THEORY, FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE OTHER PARTY OR PARTICIPANT (AS APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, ANY DAMAGES AWARDED TO A THIRD PARTY FOR WHICH PARTICIPANT OR SACVALLEY MEDSHARE IS OBLIGATED TO PAY UNDER SECTION 9.0, SHALL BE DEEMED TO BE DIRECT DAMAGES REGARDLESS OF HOW SUCH DAMAGES ARE CHARACTERIZED BY THE COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, EXCEPT AS SPECIFIED IN SECTION 8.3.2, THE AGGREGATE LIABILITY OF SACVALLEY MEDSHARE AND ITS RELATED PARTIES AND PARTICIPANT AND ITS RELATED PARTIES, IF ANY, REGARDLESS OF THEORY OF LIABILITY, OR CHARACTERIZATION OF DAMAGES, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY PARTICIPANT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

8.3.2. EXCEPTIONS. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 8.3.1 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES ATTRIBUTABLE TO INTENTIONAL TORTS, UNLAWFUL CONDUCT OR GROSS NEGLIGENCE; (B) AMOUNTS FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 9.1; (C) THIRD PARTY CLAIMS THAT ARE THE SUBJECT TO

INDEMNIFICATION PURSUANT TO SECTION 9.2; (D) BREACHES OF SECTION 10; OR (E) INTENTIONAL MISAPPROPRIATION OR INTENTIONAL INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.0 INDEMNIFICATION.

9.1 Indemnification for Data Breaches.

9.1.1. If, as the result of any act or omission of SACVALLEY MEDSHARE or any Related Party of SACVALLEY MEDSHARE, a person is required to be notified of unauthorized access, disclosure, or use of the person's personal information, SACVALLEY MEDSHARE shall bear and pay, and compensate and reimburse Participant for, all costs associated with such notification and related communication and for the costs of providing any legally required credit monitoring and identity theft protection service to the affected person.

9.1.2. If, as the result of any act or omission of the Participant or any Authorized User of the Participant, a person is required to be notified of unauthorized access, disclosure, or use of the person's personal information, the Participant shall bear and pay, and compensate and reimburse the person required to make the notification for, all costs associated with such notification and related communication and for the costs of providing any legally required credit monitoring and identity theft protection service to the affected person. This Section 9.1.2 shall be for the benefit of SACVALLEY MEDSHARE and any Other Participant legally required to make such notification.

9.2 Indemnification for Third-Party Claims. SACVALLEY MEDSHARE and Participant (each, the "**Indemnitor**") shall indemnify, defend and hold SACVALLEY MEDSHARE, SACVALLEY MEDSHARE's Related Parties, Participant, Participant's Related Parties, Participant's Authorized User(s) and/or Other Participants together with their Related Parties (as applicable, the "**Indemnitee**") harmless from and against any and all:

(i) costs of defense as they are incurred, in any action or proceeding, including the fees of professionals and attorneys,

(ii) damages (including punitive damages) awarded in a final judgment in any litigation, arbitration or administrative proceeding, or

(iii) any other expense reasonably incurred by the Indemnitee,

in the case of each of "(i)" through "(iii)" arising out of or resulting from a claim against the Indemnitee by a third party (a "Claim") based on:

a) the Indemnitor's breach of this Agreement, the Business Associate Agreement, or the Policies and Procedures, or

(b) the Indemnitor's negligent or willful acts or omissions resulting in damages for personal injury (including death), or

(c) in the case of SACVALLEY MEDSHARE as Indemnitor, a Breach or Security Incident involving such third party's electronic Protected Health Information (ePHI) while being transmitted through or stored in the Hosted System.

(d) in the case of Participant as Indemnitor, (i) a Breach or Security Incident caused by Participant's failure to secure its login credentials for the Hosted System in accordance with this Agreement or (ii) unauthorized access to ePHI by employees of Participant while such ePHI is being transmitted through or stored in the Hosted System.

9.3 ICA Indemnification. Participant agrees that, to the extent any indemnification obligation of SACVALLEY MEDSHARE is attributable to the acts or omissions of ICA, SACVALLEY MEDSHARE shall be liable to Participant only to the extent of the combined contributions of (a) any indemnification available from ICA for SACVALLEY MEDSHARE or the Participant under the ICA Agreement, and (b) the proceeds of any insurance available to SACVALLEY MEDSHARE in connection with the indemnification obligation.

9.4 Additional Requirements. Indemnification of the costs and expenses of defense shall include payment of all costs as they are incurred that are associated with defending the Claim or cause of action involved, whether or not such Claims or causes of action are meritorious, including reasonable professionals' and attorneys' fees and any settlement by or judgment against the Indemnitee. The Indemnitee shall give Indemnitor prompt written notice of any Claim asserted against the

Indemnitee, however, the failure to provide such Notice shall not relieve the Indemnitor of its obligations hereunder, except to the extent a Court of competent jurisdiction determines such failure materially and adversely prejudiced the Indemnitor. Upon receipt of such notice, the Indemnitee shall tender defense to the Indemnitor, who shall, at its sole cost and expense, retain legal counsel and defend the Indemnitee with counsel reasonably satisfactory to Indemnitee. The Indemnitor may not settle such litigation or proceeding without the express consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions set forth herein for indemnity, as to third parties, shall not serve as a waiver of any defense or immunity otherwise available and shall not preclude the Indemnitor from asserting every defense or immunity that the Indemnitor could assert on its own behalf. All remedies provided by law, or in equity shall be cumulative and not in the alternative.

9.5 Indemnification for Infringement.

9.5.1 SACVALLEY MEDSHARE will defend Participant against third-party claims alleging the Software or the Hosted System as furnished by SACVALLEY MEDSHARE and used by Participant in accordance with this Agreement infringes a United States patent, copyright, trademark, tradename, service mark or trade secret, and will pay any damages finally awarded to third parties relating to such claim, including court costs and attorneys' fees awarded, and any settlement or compromise of any such claim approved in writing by SACVALLEY MEDSHARE ; provided that: (i) Participant promptly notifies SACVALLEY MEDSHARE in writing of the claim; (ii) Participant provides SACVALLEY MEDSHARE with the assistance, information, and authority reasonably necessary to perform its obligations under this section; and (iii) SACVALLEY MEDSHARE acknowledges and agrees that California Government Code Section 25203 Requires Participant to direct and control the conduct of litigation in which Participant is a party. SACVALLEY MEDSHARE shall obtain an agreement in writing from ICA, or any other third party vendor related to this agreement, acknowledging and agreeing that the Participant shall exercise Participant's obligation pursuant to California Government Code 25203 to direct and control the conduct of litigation in which the Participant is a party.

9.5.2. SACVALLEY MEDSHARE shall have no liability for any claim of infringement to the extent resulting from: (i) any information, design, specification, instruction, software, data, or material not furnished by SACVALLEY MEDSHARE ; (ii) any combination of the Software or the Hosted System with hardware, software, applications or data not supplied by SACVALLEY MEDSHARE or required to use the Hosted System; or (iii) any customizations, modifications, alterations or changes not developed by or under the direction of SACVALLEY MEDSHARE.

9.5.3 In the event all or any portion of the Software or the Hosted System is asserted by any third party or is believed by SACVALLEY MEDSHARE to infringe a third party's rights, SACVALLEY MEDSHARE shall have the option, at its expense, (i) to modify the Software or the Hosted System to be non-infringing; (ii) to obtain for Participant a license to continue using the Software and the Hosted System; or (iii) to terminate this Agreement without penalty or written notice to Participant.

9.5.4 This Section 9.5 and Section 9.3 state the entire liability of SACVALLEY MEDSHARE and the exclusive remedy of Participant regarding any actual or alleged infringement, violation or misappropriation of any third party's patent, copyright, trademark, trade secret or other proprietary rights by the Software or the Hosted System.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION.

10.1 Definition. It is anticipated that, in the performance of their respective roles in the Exchange, SACVALLEY MEDSHARE and Participant will exchange Confidential Information. "**Confidential Information**" means any non-public, proprietary or sensitive information (or materials) belonging to or in the possession or control of a Party that is disclosed or made available to the other Party in connection with this Agreement and that is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice of its sensitive nature, or is of a type that a reasonable person would recognize it to be commercially sensitive. Confidential Information includes, but is not limited to, each Party's trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of a Party and any of its

departments or agencies, whether written or verbal. Confidential Information does not, however, include any information that a Party demonstrates: (a) is in the public domain; (b) is already known or obtained by that Party other than in the course of the Exchange; (c) is independently developed by that Party; and/or (d) becomes known to that Party from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Agreement by that Party. Confidential Information also shall not include any PHI/ePHI.

10.2 Nondisclosure. SACVALLEY MEDSHARE and Participant each shall keep and maintain in strict confidence all Confidential Information received from each other and/or from Other Participants (as applicable, the "**Disclosing Party**"), or any of the Disclosing Party's officers, employees, attorneys, accountants or other agents or representatives, or of any of the Disclosing Party's departments or agencies, in connection with participation in the Exchange, and shall not use, reproduce, distribute or disclose any such Confidential Information, and shall prevent its agents, representatives and employees from making any such use, reproduction, distribution or disclosure, except to those employees, attorneys, accountants or other agents or representatives directly involved in the conduct of the Exchange, unless specifically authorized in writing by the Disclosing Party, or required by law. Notwithstanding the foregoing, Participant and Other Participants may share SACVALLEY MEDSHARE's Confidential Information with one another to the extent reasonably required for collaboration between or among them. On request, either Party shall restore to the Disclosing Party all copies of the Disclosing Party's Confidential Information in its possession or under its control and in whatever form and all materials developed based on the Disclosing Party's Confidential Information. Neither Party shall have any proprietary interest in any materials derivative of the other Party's Confidential Information.

10.3 Equitable Remedies. All Confidential Information represents a unique intellectual product of its owner. The unauthorized disclosure of said Confidential Information would have a detrimental impact upon its owner, and the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss, and it would require a multiplicity of actions at law and in equity in order to seek redress against the receiving party in the event of an unauthorized disclosure. The owner of Confidential Information shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to such owner.

10.4 Notice of Disclosure. Notwithstanding any other provision hereof, nothing in this Agreement shall prohibit or be deemed to prohibit a Party from disclosing any Confidential Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such Party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, or or except as otherwise required by any applicable federal, state and local public record access laws and regulations, provided, however, that a Party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction shall provide the other Party with notice thereof within five (5) calendar days, or, if sooner, at least three (3) business days before such disclosure will be made so that the other Party may seek a protective order or other appropriate remedy. In no event shall a Party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or other governmental body of competent jurisdiction.

10.5 Patient Data. As between the Parties, Participant is the sole and exclusive owner of any and all updates or modifications to or derivatives of any of the Patient Data provided by Participant ("**Participant Patient Data**"), which updates, modifications, or derivatives are made by or for SACVALLEY MEDSHARE, and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. All such updates, modifications, and derivatives constitute Participant Patient Data hereunder. To the extent SACVALLEY MEDSHARE at any time has any rights in or to any Participant Patient Data (including intellectual property rights), SACVALLEY MEDSHARE hereby assigns to Participant all such rights. Upon Participant's request any time (including in connection with investigations, audits, and compliance with Applicable Laws) and at the end of the Term to which such Participant Patient Data pertains, SACVALLEY MEDSHARE shall promptly provide to Participant, at no additional charge, an electronic copy of all Participant Patient Data, and all other Patient Data pertaining to Patients attributable to Participant, in the format and with the file layouts reasonably requested by Participant, provided that SACVALLEY MEDSHARE is reasonably capable of producing the data in that format and layout. If Participant requests at any time, SACVALLEY MEDSHARE shall destroy all copies of Participant Patient Data in SACVALLEY MEDSHARE's possession or control. SACVALLEY MEDSHARE shall not use Patient Data for any

purpose other than that of rendering services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit Patient Data. SACVALLEY MEDSHARE shall not possess or assert any lien or other right against or to Patient Data. SACVALLEY MEDSHARE Will Cause ICA to comply with and perform SACVALLEY MEDSHARE's obligations under this Section 10.5.

11.0 INSURANCE.

11.1 SACVALLEY MEDSHARE Insurance. SACVALLEY MEDSHARE, at its sole cost and expense, shall (and will cause ICA to) obtain and keep in force, an insurance policy or policies, or self-insure in an amount sufficient to cover any liability it incurs for breach of this Agreement, the Business Associate Agreement, Applicable Law, or other act or omission giving rise to a claim for indemnity. Such policies shall provide, at a minimum, coverage of the following types and amounts, insuring SACVALLEY MEDSHARE and Participant as an additional insured, and in each case waiving the right of the insurer to subrogation, as follows:

11.1.1. Comprehensive or Commercial Form General Liability Insurance (Blanket Contractual Liability, Broad Form Property Damage, Personal Injury included) with limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	$4,000,000

11.1.2. Excess Liability at limits of $2,000,000 per occurrence/aggregate.

11.1.3. Professional Liability (Errors and Omissions and Cyber Risk) for Information Technology including Cyber Risk. Technology, professional liability, data protection, privacy, and cyber liability insurance policy(ies) shall provide coverage for the following risks, among others: financial loss, as well as all SACVALLEY MEDSHARE (and ICA) costs, including damages it is obligated to pay Participant or any third party, which are associated with any breach of security or loss of Data, regardless of cause (including, without limitation, SACVALLEY MEDSHARE's (and ICA's) negligence or gross negligence and unlawful third party acts), and resulting or arising from acts, errors, or omissions in connection with the performance of this Agreement or the Business Associate Agreement, or under Applicable Law. Such insurance shall provide coverage for a commercially reasonable amount.

11.2 Participant Insurance. Participant shall obtain and keep in force, at all times during the term of this Agreement, the following insurance (or a comparable program of self-insurance):

11.2.1. Comprehensive or Commercial Form General Liability Insurance (Blanket Contractual Liability, Broad Form Property Damage, Personal Injury included) with limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	$4,000,000

11.2.2. Excess Liability at limits of $2,000,000 per occurrence/aggregate,

11.2.3. Professional Liability (Errors and Omissions and Cyber Risk) for Information Technology including Cyber Risk, inclusive of professional liability, technology risks, and data safety, in commercially reasonable amounts.

11.3 Other Insurance Requirements. Each Party shall furnish the other Party upon request with certificates of insurance and additional insured endorsements evidencing compliance with all requirements. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement. The coverages specified above shall be primary, non-contributory with, nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the applicable Party. Such insurance shall be with insurers with at least an A.M. Best's Insurance Guide rating of "A VII." or maintained through adequate programs of self-insurance. The insurance policies shall provide that a Party (or such Party's insurance company) shall notify the other Party in writing at least thirty (30) days in advance if that such Party's insurance coverage is to be canceled, modified or changed so as not to comply with the requirements of this Agreement. Under no circumstance shall the insurance requirements specified in this Article reduce the liability of either Party.

12.0 DEFINITIONS.

12.1 Rules of Interpretation. If, and to the extent there is a conflict between the definition given a term by this Participation Agreement and the Business Associate Agreement, the definition stated in the Business Associate Agreement shall govern. To the extent the definitions stated in the Participation Agreement or in the BA Agreement conflict with the Privacy Laws, the Privacy Laws shall govern. The following terms are defined in the attached Business Associate Agreement: "Applicable Law," "Business Associate," "Business Associate Subcontractor," "Breach," "Covered Entity," "Electronic PHI" or "ePHI," "Encryption," "Privacy Laws," "Protected Health Information" or "PHI," "Security Incident" and "Unsecured PHI." As used in this Agreement, "including" means "including but not limited to", and (unless the context otherwise requires) "shall" and "will" are equivalent words that express an obligation of a party.

"**Affiliates**" means directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the other.

"**Applicable Law(s)**" means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders including, but not limited to:

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub L 104–191, 110 Stat 1936), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act);
- Federal regulations on the Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2), and equivalent California law (Health & Safety Code §11845.5(a)–(c));
- The Confidentiality of Medical Information Act (CMIA) (California Civil Code §§56–56.37);
- The Lanterman-Petris-Short Act (California Welfare& Institutions Code §§5000–5550) (records relating to mental health services);
- The Lanterman Developmental Disabilities Services Act (Welfare & Institutions Code §§4500–4869) (records relating to persons with developmental disabilities);
- California Health and Safety Code §120975 (HIV test results);
- Hereditary Disorders Act (Health & Safety Code §§124975–124996) (genetic testing information) .

"**Authorized User**" means an individual Participant or an individual or entity (including Participant's Affiliates) designated by a Participant, to access and use the Exchange and/or the Hosted System in accordance with the terms of this Participation Agreement. For purposes of this Agreement, an individual or an entity is only an Authorized User of Participant when such individual or entity is accessing the Exchange and/or Hosted System using login credentials issued by Participant.

"**CalDURSA**" means the California Data Use and Reciprocal Support Agreement sponsored by CTEN.

"**California Trusted Exchange Network**" or "**CTEN**" means the health information exchange project described at http://www.ca-hie.org/initiatives/cten/, or the successor thereto.

"**CMIA**" means the Confidentiality of Medical Information Act.

"**Data**" means any confidential or proprietary data concerning a Participant or SACVALLEY MEDSHARE, and/or third party data, including, without limitation, an individual's confidential and/or protected health information if and to the extent the same is (a) transmitted and uploaded to the Hosted System; or (b) stored in, transmitted, viewed, accessed, received, or processed through the Exchange by Participant, Participant's Authorized Users, Other Participants, and/or Other Participant's Authorized Users. For purposes of this Agreement, Data broadly includes PHI (as that term is defined in HIPAA) sent by Direct Messaging using the facilities of the Exchange, and Medical Information (as that term is defined in the CMIA). As used herein, "**Patient Data**" means any Data pertaining to a Patient.

"**Data Exchange**" means all activities related to accessing, viewing, entering, retrieving and exchanging Data through the Exchange via the Hosted System.

"**Direct Messaging**" means the ability to send patient information through secure electronic mail separate from the standardly used electronic mail system. Direct Messaging uses HISP connections through DirectTrust®.

"**Documentation**" means all user manuals, reference guides, brochures, installation manuals, specifications, release notes, error message manuals or other written documentation pertaining to the installation, use, features or performance of the

deliverables or services set forth in this Agreement and made available to Participant at the time of Execution of the Participation Agreement and as modified, amended from time to time.

"**DURSA**" means the Data Use and Reciprocal Support Agreement sponsored by the Sequoia Project.

"**ePHI**" means electronic Protected Health Information.

"**Exchange**" means the health information exchange hosted by SACVALLEY MEDSHARE, including the Hosted System.

"**Exchange Community**" means all participants (including Participant and Other Participants) registered to use the Exchange, collectively.

"**Health Care**" means care, services or supplies related to the health of an individual and is more particularly defined within the Code of Federal Regulations 45 C.F.R. Section 160.13.

"**Health Care Provider**" means a physician, group practice, hospital, health system, public health entity, professional, or other health care organization that provides health care services to Patients, in conformity with the HIPAA definition given within the Code of Federal Regulations 45 C.F.R. § 160.103.

"**HIO**" means Health Information Organization.

"**HIPAA Regulations**" means the regulations within the Code of Federal Regulations 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time.

"**Hosted System**" means, collectively, the software applications, ongoing hosting and management services provided by SACVALLEY MEDSHARE as part of the Exchange functionality.

"**LPR**" means a longitudinal patient record maintained with respect to Patient by SACVALLEY MEDSHARE.

"**Other Participant**" means a person or entity that has entered into a "participation agreement" with SACVALLEY MEDSHARE to access, use, or exchange Data through the Exchange, but is not a Party to this Agreement.

"**Patient**" means an individual receiving Health Care from a Health Care Provider or Covered Entity.

"**Participant**" means generally a Covered Entity, Health Care Provider and/or recipient of Data that has entered into, and is in full compliance with, a participation agreement with SACVALLEY MEDSHARE HIE, and is authorized to use the Hosted System. "**Participant**" means the individual if the Participant is a person (or the person authorized by a Participant if that Participant is an entity) to execute this Agreement on its behalf. In connection with this Agreement, Participant means the person or entity executing it as Participant.

"**Permitted Use**" means a use permitted pursuant to Section 4.2.2 of this agreement.

"**PHI**" means Protected Health Information.

"**Policies and Procedures**" means, collectively, the policies and procedures adopted by SACVALLEY MEDSHARE and notwithstanding anything to the contrary contained elsewhere made available to Participant at the time of Execution of the Participation Agreement (and as modified, amended from time to time), which govern SACVALLEY MEDSHARE operation of the Hosted System and Participant's access to the Hosted System and use of the Exchange and the use, submission, transfer, access, privacy and security of Data. The Policies and Procedures with which the Participant is required to comply pursuant to Section 1.3 and that are in effect on the effective date of this Agreement are listed on Exhibit H. SACVALLEY MEDSHARE may modify these Policies and Procedures, or adopt additional Policies and Procedures, as provided in Section 1.3.

"**Sensitive Health Information**" means and refers to the types of health information classified by Applicable Laws as being particularly sensitive to a Patient, and that may require a Covered Entity to provide notice to or obtain consent from the Patient before such information is shared or disclosed and to use heightened security measures when storing, transferring, accessing or using such information. Recognized categories for Sensitive Health Information under Applicable Law and the Policies and Procedures include, but shall not be limited to: drug or alcohol abuse treatment information, psychotherapy notes, HIV-related tests, mental health treatment, and services for which a patient has paid out-of-pocket and requested that information about the service not be disclosed.

"**Sequoia Project**" means the eHealth Exchange project described at https://sequoiaproject.org/ehealth-exchange, or the successor thereto.

"**Serious Breach of Privacy or Security**" is a use or disclosure of Data in a manner that

(i) constitutes a violation of Applicable Laws,

(ii) violates this Participation Agreement,

(iii) that would be required to be reported to affected individuals and/or government officials, or

(iv) that adversely affects the viability of SACVALLEY MEDSHARE, or the legal liability of SACVALLEY MEDSHARE or any Participant or both.

"**Software**" means the computer software that comprises the Hosted System that allows Participant and Other Participants to securely exchange Data for a Permitted Use.

"**Term**" means the Initial Term and any Renewal Term.

"**Will Cause**" means, when used as an obligation of SACVALLEY MEDSHARE under this Agreement, that (a) SACVALLEY MEDSHARE represents and warrants that SACVALLEY MEDSHARE is party to a binding agreement with the person or entity that is the subject of such obligation that requires such person or entity to take (or refrain from taking) the applicable action, grant the applicable rights, and/or comply with the applicable obligation and (b) SACVALLEY MEDSHARE shall use reasonable efforts to require performance of, and enforce, such agreement with such person or entity.

13.0 GENERAL PROVISIONS.

13.1 No Exclusion. The Parties each warrant and represent that neither they nor any of their Related Parties have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), or have been excluded from government contracts by the General Services Administration. A Party will provide the other immediate notice in the event either is placed on the sanctions list.

13.2 Severability. If any provision of this Agreement is determined to be invalid or unenforceable such provision shall be changed so as to best accomplish the objectives of the Parties within the limits of Applicable law, provided, however, if that is not possible or feasible, such provision will be severed from this Agreement to the extent of such determination without affecting the validity or enforceability of such remaining provisions.

13.3 Governing Laws. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California without regard to its conflict of law provisions. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of California and the federal courts situated in Butte County over any action arising out of or relating to this Agreement.

13.4 Force Majeure. No Party shall be liable to the other for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or internet communications failure).

13.5 Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted by this Agreement or the Business Associate Agreement will be in writing and shall be deemed to have been duly given, made and received on the date when delivered to the other Party at the address stated below the signature line:

(i) when delivered personally, or by a nationally recognized courier service, or

(ii) on the third business days following the day when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested (the notices described in this section, "**Notices**").

Nothing in this Section 13.5 of this agreement will prevent the Parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine participation in the Exchange. A Party may change its address for Notice, at any time, by giving Notice of such change as provided herein.

13.6 No Agency. SACVALLEY MEDSHARE provides the Exchange services to Participant but does not act as the Participant's agent. Participant will not be deemed an agent of an Other Participant as a result of participation in this Agreement.

13.7 Modifications. Except as specifically provided herein, no modification to the terms of this Agreement or the Business Associate Agreement shall be valid, unless agreed in writing and signed by the Parties hereto.

13.8 Registered User Signatures and Signed Documents. Upon registering with the Exchange, Participant acknowledges and agrees that its Authorized User is authorized to adopt as its signature an electronic identification consisting of symbols

or codes that are to be affixed to or contained in a Data Exchange made by the Participant ("**Signatures**"). Participant agrees that any Signature affixed to or contained in any Data Exchange will be sufficient to verify that the Participant originated such Data Exchange. Any transmission or exchange of Data made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such exchange when containing, or to which there is affixed, a Signature shall be deemed for all purposes:

(a) to have been "signed" (a "**Signed Document**") and

(b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

Participant will not contest the validity or enforceability of Signed Documents under the provisions of any Applicable Law as they may relate to the requirement that certain agreements be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the parties to the same extent and under the same condition as other business records originated and maintained in paper form.

13.9 Complete Agreement. The terms of this Agreement and its Attachments and Exhibits represent the entire understanding between the Parties and supersede all previous agreements, whether oral or in writing. The Attachments and/or Exhibits attached to this Agreement are fully incorporated and made a part of this Agreement by this reference as if fully stated herein.

13.10 Survival. Notwithstanding any expiration or earlier termination of this Agreement, the following provisions of this Agreement relating to the following matters shall survive in accordance with their terms: Sections 7.0 (Warranties and Representations), 8.0 (Warranty Disclaimer; Release of Liability), 9.0 (Indemnification), 10.0 (Proprietary and Confidential Information), 12.0 (Definitions), 13.0 (General Provisions), Exhibit A (Business Associate Agreement), and Exhibit G (Safeguarding Patient Data). Termination of this Agreement by a party shall not relieve the other party hereto from any liability which at the time of termination already accrued to the other party or which thereafter may accrue in respect of any act or omission of such party prior to termination.

13.11 Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of Attachments and Exhibits, and that he or she is either

(a) the Participant or,

(b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement. Proper execution of the Agreement by Participant must include the execution of Exhibit A.

13.12 Assignment. Neither Party may assign or transfer this Agreement, either voluntarily or by operation of law, without the prior written consent of the other Party.

13.12 Counterpart Signatures and Facsimile Signatures. This Agreement may be executed and delivered in counterparts all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution and delivery of this Agreement with original to follow.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date:

SACVALLEY MEDSHARE	Participant: **TRINITY COUNTY PUBLIC and BEHAVIORAL HEALTH**
Name: John D. Helvey	Name: Jill Cox
By:	By:
Title: Chairman, SacValley MedShare	Title: Chairman, Trinity County Board of Supervisors
Address for Notice:	Address for Notice:
SacValley MedShare	Trinity County Public Health Branch
P.O. Box 9217	P.O. Box 1470
Chico, CA 95927-9217	Weaverville, CA 96093
eMail: info@sacvalleyms.org	eMail:

Exhibit A

SacValley MedShare Health Information Exchange

HIPAA: Business Associate Agreement

The parties agree that, under this Exhibit, SACVALLEY MEDSHARE ("**Business Associate**") shall have all the rights and obligations of a "Business Associate," as defined below, and Participant and its Affiliates using the Exchange ("**Covered Entity**"), shall have all the rights and obligations of a "Covered Entity," as defined below.

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them by HIPAA (defined below), including Business Associate, Covered Entity, Limited Data Set, Data Aggregation and Designated Record Set.

(a) "**Agreement**" means the Participation Agreement to which this Business Associate Agreement is an exhibit.

(b) "**Breach**" shall mean the unlawful or unauthorized access to, viewing, acquisition, use or disclosure of PHI.

(c) "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005) and the rules, guidance and regulations promulgated thereunder, as amended from time to time, including 45 Code of Federal Regulations, Parts 160 and 164.

(d) "**Patient**" shall have the same meaning as the term "individual" under HIPAA and shall include a person who qualifies as a personal representative.

(e) "**Protected Health Information**" ("**PHI**") shall have the meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity (i) that relates to the past, present or future physical or mental health condition of the patient, the provision of health care to patient, or the past, present or future payment for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

(f) "**Secretary**" shall mean the Secretary of the U.S. Department of Health and Human Services or her/his designee.

(g) "**Security Incident**" shall mean any accidental, malicious or natural act that: (i) results in a Breach of any PHI; or (ii) materially and adversely impacts the functionality of Covered Entity's network; or (iii) permits unauthorized access to Covered Entity's network; or (iv) involves the loss or loss of control of a Covered Entity owned or managed information technology resource; or (v) involves the use of Covered Entity's technology resources for illegal purposes or to launch attacks against other individuals or organizations; or (vi) materially impacts the integrity of the Covered Entity's files or databases including, but not limited to: (1) interface failures; (2) inadequate testing or change control procedures; or (3) other failures which result in the deletion or unauthorized changes to an electronic database. A "Security Incident" shall not include any attempted access of system operations in an information system by a Packer Internet Groper (PING) program.

(h) "**State**" shall mean the state in which the Covered Entity is located.

(i) "**Subpart E**" shall mean 45 Code of Federal Regulations, Part 164, Subpart E, which consists of Sections 164.500 et seq., as amended from time to time.

2. Permitted Uses and Disclosures by Business Associate.

(a) For Covered Entity. Except as otherwise limited in the Agreement and this Exhibit, Business Associate (i) shall create, maintain, transmit, access, use or disclose PHI only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement, and (ii) shall not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(b) Minimum Necessary. Business Associate shall use only the minimum amount of PHI necessary to perform the specified functions, activities or services. In the event of inadvertent access by Business Associate to more than the minimum necessary amount of Covered Entity's PHI, Business Associate will: (i) treat all such PHI in accordance with the Agreement and this Exhibit; (ii) promptly notify Covered Entity, in accordance with paragraph 3(d) below, of such access; (iii) erase, delete, and/or return such PHI in a form usable by the Covered Entity as quickly as possible; and (iv) take all necessary actions to prevent further unauthorized access to PHI beyond the minimum necessary amount.

(c) Management of Business Associate. Except as otherwise limited in the Agreement or this Exhibit, Business Associate may use or disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information shall remain confidential and be used or further disclosed solely as required by law or for the purpose of assisting Business Associate to meet Business Associate's obligations under the

Agreement. Business Associate shall require any person to whom PHI is disclosed under this subsection to notify Business Associate of any instance of which it is aware in which the confidentiality or security of the PHI has been breached.

(d) Data Aggregation. Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use PHI to provide Data Aggregation services only for Covered Entity.

(e) Compliance with State Laws. Business Associate may use, disclose and access PHI only as permitted by State law, unless such State law is contrary to HIPAA and is preempted by HIPAA in accordance with 45 Code of Federal Regulations Sections 160.201 et seq.

3. Obligations of Business Associate.

(a) Use. Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement, this Exhibit or as required by law.

(b) Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Exhibit. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, security, integrity and availability of PHI that it receives, maintains, transmits or creates on behalf of Covered Entity and that comply with the requirements of HIPAA.

(c) Mitigation. Business Associate shall promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the Agreement and this Exhibit.

(d) Notify Covered Entity. Business Associate shall promptly notify Covered Entity of any Security Incident or Breach in writing in the most expedient time possible, and not to exceed twenty-four (24) hours in the event of a Breach, following Business Associate's initial awareness of such Security Incident or Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to the privacy officer and/or designee. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach or Security Incident.

(e) Breach Notification. Following notification to Covered Entity and to all participants using the Exchange of a Breach by the Business Associate, Business Associate shall promptly cooperate with Covered Entity in determining which entity shall provide any required Breach notification. If the parties agree that Business Associate shall provide any required Breach notification, Business Associate shall provide such notification timely and provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

(f) Access. If Business Associate holds PHI in Designated Record Sets as determined by Covered Entity, Business Associate shall provide prompt access to the PHI to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA and State Law, as applicable. If requested, such access shall be in electronic format. If a Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's facility privacy official of such request.

(g) Amendments. Business Associate shall promptly make amendment(s) to PHI requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to comply with HIPAA and State Law, as applicable. If a Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's facility privacy official of such request and await such official's denial or approval of the request.

(h) Internal Records. Business Associate shall promptly make its internal practices, books, records, including its policies and procedures, relating to the use, disclosure, or security of PHI that the Business Associate received from, maintained or created for or on behalf of Covered Entity, available to Covered Entity or the Secretary, in a time and manner designated by Covered Entity or the Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Accountings. Business Associate shall document all disclosures of PHI and information related to such disclosures as required under HIPAA in order that it may provide an accounting of such disclosures as Covered Entity directs. Business Associate shall: (i) Provide an accounting as required under HIPAA to those Patients who direct their requests to Business Associate; or (ii) Provide the accounting information required under HIPAA to Covered Entity, if so requested by Covered Entity, in the time and manner specified by Covered Entity.

(j) Preservation. Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of PHI accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement, except as required by law.

(k) Destruction. If, during the term of the Agreement, Business Associate wishes to destroy the PHI, it shall notify Covered Entity in writing about its intent to destroy data at least ten (10) days before such date of destruction, and shall comply with the requirements for destruction of PHI found in Section 5(a) of this Exhibit. Notwithstanding the above, if Covered Entity requests the return of any PHI, Business Associate shall comply promptly as requested.

(l) HIPAA Compliance. Business Associate shall comply with 45 Code of Federal Regulations Part 164, Subpart C with respect to electronic PHI. The written policies and procedures and documentation required to be maintained by Business

Associate under the Agreement, this Exhibit and HIPAA shall be made available promptly to Covered Entity, upon Covered Entity's request.

(m) Subcontractors. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in a written contract with Business Associate to the same restrictions and conditions that apply to Business Associate with respect to such information and that such agent or subcontractor shall implement reasonable and appropriate safeguards for the protection of the PHI which shall be no less than those required of Business Associate under this Agreement and the provisions of HIPAA. In performing services under this Exhibit, Business Associate shall use agents, employees and/or subcontractors that are domiciled only within the United States of America and its territories.

4. Effect of Breach of Obligations. If Business Associate breaches any of its obligations, Covered Entity shall have the option to do the following:

(a) Cure. Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations and obligations to provide information, materials, equipment or resources to Business Associate;

(b) Termination. Immediately terminate the Agreement, if Covered Entity reasonably determines that Business Associate (1) has acted with gross negligence in performing its obligations; (2) is in violation of the law; (3) willfully has violated or is violating the privacy and security provisions of this Exhibit or HIPAA; or (4) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of the PHI. Such termination of the Agreement shall be without prejudice to other legal remedies available to Covered Entity.

5. Effect of Termination.

(a) Disposition of PHI. Upon termination of the Agreement and subject to Section 5(b) below, Business Associate shall promptly return to Covered Entity a copy of all PHI in a form usable by the Covered Entity, including derivatives thereof, and shall take all reasonable steps to promptly destroy all other PHI held by Business Associate by: (i) shredding; (ii) securely erasing, or (iii) otherwise modifying the information in those records to make it unreadable or undecipherable through any means. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. At Covered Entity's request, Business Associate shall certify in writing that it has complied with the requirements of this Section.

(b) Infeasible; Survival. If the return or destruction of PHI is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of PHI is infeasible, the obligations of the Business Associate under this Exhibit shall survive the termination of this Agreement. Business Associate shall limit the further use or disclosure of all PHI to the purposes that make its return or destruction infeasible. If Business Associate subsequently wishes to destroy PHI, Business Associate shall notify Covered Entity in writing about its intent to destroy data at least ten (10) days before such date of destruction, and shall comply with Section 5(a) above. Notwithstanding the above, if Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

6. Credit Monitoring. In the event that either party is required by law to notify individuals whose PHI was inappropriately accessed, used, or disclosed by Business Associate, its employees, subcontractor(s) or its agents, and the PHI contains: (i) the individual's first initial or first name, last name, and social security number; (ii) the individual's first initial or first name, last name, and driver's license or state identification card; (iii) the individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and/or (iv) the individual's first initial or first name, last name, and PHI, then Business Associate and Covered Entity shall work together to structure a credit monitoring offering commensurate to the risk posed by the breach and Business Associate shall, in any event, pay the costs of credit monitoring for one (1) year for such individuals and the costs and fees related to timely notification in accordance with law.

7. Amendment. The parties agree to promptly modify or amend this Exhibit to permit parties to comply with any new laws, rules or regulations that might modify the terms and conditions herein.

8. General. The Agreement, including this Exhibit and attachments hereto are intended to be construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement, or its other attachments, the provisions in this Exhibit shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict, except that the indemnity and insurance provisions of this Exhibit (if any) and the Agreement are to be read as separate, concurrent obligations such that Business Associate shall comply with each obligation and one shall not replace the other.

9. Audits. Upon reasonable notice to Business Associate, Covered Entity shall have the right to inspect and audit Business Associate's privacy and security controls relating to Business Associate's compliance with the terms of the Agreement, this Exhibit and HIPAA. Business Associate may impose reasonable restrictions upon Covered Entity's access to Business Associate's premises

information systems, including but not limited to limiting access only to those information systems which contain Covered Entity's PHI and limiting access to ensure Business Associate's compliance with existing confidentiality obligations to its other customers. Such audits shall occur no more often than once per year or after any Breach or Security Incident and only upon a good faith belief by Covered Entity that Business Associate is not in compliance with its obligations under the Agreement, this Exhibit or HIPAA relating to Covered Entity's PHI. All audits shall be conducted with the least interruption to Business Associate's normal business operations as feasible. Covered Entity shall be responsible for all costs incurred in order to perform the audit.

10. No Third-Party Beneficiary. The provisions and covenants set forth in this Exhibit are expressly entered into only by and between Business Associate and Covered Entity, and are only for their benefit. Neither Business Associate nor Covered Entity intends to create or establish any third-party beneficiary status or right (or the equivalent thereof) in any other third party and no such third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Exhibit.

IN WITNESS WHEREOF, the Parties identified below have executed this Business Associate Agreement.

BUSINESS ASSOCIATE:		**COVERED ENTITY:**	
SACVALLEY MEDSHARE		**TRINITY COUNTY PUBLIC AND BEHAVIORAL HEALTH**	
Name:	John D. Helve	Name:	Jill Cox
By:		By:	
Title:	Chairman, SacValley MedShare	Title:	Chairman, Trinity County Board of Supervisors

EXHIBIT B: PARTICIPANT AGREEMENT/PRICING

This PARTICIPANT AGREEMENT (this **"Participant Agreement"** or **"Agreement"**) is made and entered into as of the Effective Date beginning **January 1st, 2023** by and between SacValley MedShare, a California nonprofit public benefit corporation that will operate the SacValley MedShare Healthcare Information Exchange (**"SACVALLEY MEDSHARE"**), and **TRINITY COUNTY PUBLIC HEALTH BRANCH AND BEHAVIORAL HEALTH**, through the COUNTY OF TRINITY, a subdivision of the State of California (**"Participant"**), collectively, the **"Parties,"** and individually a "**Party**".

INITIAL SETUP FEES:	**$ 10,000 One-Time HIE Setup Interface fees one-time cost Priced upon request**	**To be invoiced in advance.**
Initial Term Annual Participation Fee – HIE Fee Per Year	**$ 2,500**	**To be invoiced in advance.**
Termination – Initial Term of through December 31, 2023 with renewal in accordance with Section 2.2 of the body of the Agreement.		

Required Exhibits attached to this Agreement

- [X] **Exhibit A** — **HIPAA Business Associate Agreement**
- [X] **Exhibit B** — **Participant Agreement/Pricing**
- [X] **Exhibit C** — **Data Contributed to Exchange by Participant**
- [X] **Exhibit D** — **System Requirements**
- [X] **Exhibit E** — **Security Requirements**
- [X] **Exhibit F** — **Support Services**
- [X] **Exhibit G** — **Safeguarding Patient Data**
- [X] **Exhibit H** — **Policies and Procedures applicable to Participant**
- [ ] **Exhibit I** — **Cal-HOP Grant Attestation and Funding**
- [X] **Exhibit J** — **QSOA**

The following are furnished with this Agreement, but are not part of it:

- [X] **Federal Data Use and Reciprocal Support Agreement (DURSA)**
- [X] **California Data Use and Reciprocal Support Agreement (Cal DURSA)**

SACVALLEY MEDSHARE	Participant: **TRINITY COUNTY PUBLIC AND BEHAVIORAL HEALTH**
Name: John D. Helvey	Name: Jill Cox
By:	By:
Title: Chairman, SacValley MedShare	Title: Chairman, Trinity County Board of Supervisors

Exhibit C:
Data Contributed to Exchange by Participant

- [ ] **Health Level 7 Data Feed**
  - [ ] **Laboratory Results and Reports**
  - [ ] **Radiology Reports**
  - [ ] **Admit, Discharge, and Transfer**
- [ ] **FULL EXCHANGE VIA XDS.B**
- [ ] **FULL EXCHANGE VIA XDS.B (Cross-Enterprise Document Sharing of Continuity of Care Documents (CCD), Consolidated-Clinical Document Architecture (CCDA) & Direct Messaging**
- [ ] **Direct Messaging Only**
- [X] **OTHER:** CareAlign Portal Query, Direct Messaging, CURES Access

Exhibit D:

System Requirements

- A terrestrial persistent connection with an upload speed of at least 256 kilobits per second and a download speed of at least one megabit per second.

- Web Services with the ability to properly connect.

Exhibit E:

Security Requirements

- Each server that connects to the Exchange will comply with SACVALLEY MEDSHARE's authentication, encryption, and authentication requirements set forth in this Exhibit E.
- Participants accessing the Exchange via other than SACVALLEY MEDSHARE portal will implement authentication of each Authorized User at the point of access and will implement password policies based on prevailing industry standards and SVMS Policies and Procedures.
- Participant will limit access to the Hosted System to Authorized Users based on a Permitted Use of the Exchange and according to role-based access principles as described in the Policies and Procedures. Participant will impose appropriate sanctions for members of its workforce that violate applicable security specifications, policies or procedures or make improper use of the Exchange, including revocation of an Authorized User's authorization to access the Exchange as may be appropriate under the circumstances. Participant acknowledges that SACVALLEY MEDSHARE with prior notice to the Participant may terminate the access of any Authorized User at any time in its discretion if any Authorized User is in violation of the Policies and Procedures.
- Participant will review and update its list of Authorized Users as required under the Policies and Procedures.
- Participant will implement firewalls and intrusion detection software into Participant's own systems per industry standards.
- Participant will implement other safeguards to protect Participant's own servers based on information security best practices.
- Participant will perform periodic review of audit logs for both operational monitoring and system security as required by the Policies and Procedures.

Exhibit F:

Support Services

Support is available for password reset, training Participant and Participant's Authorized Users, and other support issues.

- Self Help
  https://login.sacvalleymedshare.org and click "forgot your password"
- SVMS Exchange Helpdesk is available via phone or email during regular business hours of:
  08:00 AM to 17:00 (5:00 PM), Pacific Time, Monday - Friday.
  530-258-2544
  support@sacvalleyms.org

After hours support available via phone:

- Informatics Corporation of America (ICA) technical support
  24x7x365
  877-442-2247

SERVICE LEVELS:

SACVALLEY MEDSHARE, through its licensor: Informatics Corporation of America ("Licensor"), shall provide the services under this Agreement in accordance with the Service Levels set out below ("**Support Services**"). There shall be no additional charge to Participant for Support Services.

a. Priority One Issues: SACVALLEY MEDSHARE shall, through its Licensor, begin work on the resolution of Priority One Issues immediately during normal business hours and within thirty (30) minutes during non-normal business hours of Participant's notification to SACVALLEY MEDSHARE and use commercially reasonable efforts to resolve such issues as promptly as practicable thereafter. "Priority One Issue" means an incident that causes a complete loss of the Software such that work cannot reasonably continue and no workarounds to provide material functionality of the Software required under this Agreement are possible or cannot be implemented in time to minimize the impact on Participant's business.

b. Priority Two Issues: SACVALLEY MEDSHARE shall, through its Licensor, begin work on Priority Two Issues within two (2) hours during normal business hours and within four (4) hours during non-normal business hours of Participant's notification to SACVALLEY MEDSHARE and use commercially reasonable efforts to resolve such issues as promptly as practicable thereafter. "Priority Two Issue" means an incident that results in a significant loss of the Software such that processing can proceed in a restricted fashion but performance is significantly reduced and/or operation of the Software or any portion thereof is considered severely limited and no workaround to provide the affected functionality is possible or cannot be implemented in time to minimize the impact on the Participant's business.

c. Other Issues: SACVALLEY MEDSHARE shall, through its Licensor, begin work all other support issues within two (2) business days from receipt of a service request on and use commercially reasonable efforts to resolve the issue as promptly as practicable thereafter.

d. Availability: SACVALLEY MEDSHARE shall, through its Licensor, make the Software available, as measured over the course of each calendar month, 99.5% of the time, excluding unavailability as a result of the "Exceptions" described below (the "Availability Percentage"). "Available" means the Software is available for access and use by Participant over the Internet and operating in material accordance with the requirements of this Agreement associated specifications. For purposes of calculating the Availability Percentage, the following are "Exceptions" to Downtime, and the Software shall not be considered unavailable if any such inaccessibility is solely due to: (i) Participant's acts or omissions; (ii) Participant's own Internet connectivity; (iii) Internet traffic problems not under Licensor's control; (iv) any hardware, software, service, or other equipment used by an individual user to access the Software; (v) failure of services provided by the Participant, or a third party under contract to Licensee for provision of such services, that are incorporated into the Software, if any, due to no fault of Licensor; (vi) to the extent that Participant's material failure to meet the terms and conditions of this Agreement causes the Downtime; or (vii) scheduled maintenance.

Exhibit G:

Safeguarding Patient Data

SACVALLEY MEDSHARE will, and Will Cause ICA (and any other contractor that stores or processes Patient Data on behalf of SACVALLEY MEDSHARE) to, comply with the requirements set forth below, and, to the extent SACVALLEY MEDSHARE stores or processes Patient Data, SACVALLEY MEDSHARE shall also comply with such requirements. SACVALLEY MEDSHARE, ICA, and each other entity contracted by SACVALLEY MEDSHARE that stores or processes Patient Data is referred to in this Exhibit as a "**Processor**".

1. Processor shall store Patient Data on secure computers located in a physically secure data center. Processor shall establish, maintain, and comply with environmental, safety and facility procedures, data security practices and other safeguards against the destruction, loss, alteration, or unauthorized access or disclosure of Patient Data in the possession of Processor that are: (a) in conformance with the requirements set forth in the Agreement; (b) in conformance with, and sufficient for Participant to meet, applicable Laws, and security best practices outlined in National Institutes of Technology ("NIST") and International Standards Organization ("ISO") standards; and (c) no less rigorous than those maintained by Processor for its own information of a similar nature or for any of Processor's other customers.
2. Without limiting the foregoing: (a) Processor shall employ technology that is at least consistent with industry standards for firewalls and other security technology to help prevent Processor computers and systems from being accessed by unauthorized persons; (b) Processor shall use the HTTPS standard for all data transmissions, and shall ensure that all Patient Data is encrypted while in transmission between Processor's data center and Participant's computer system or other device (as applicable) and at rest, using 128 bit SSL or greater encryption; (c) Processor shall provide and maintain the ability to transfer files via secure FTP, encrypted email, or HTTPS; and (d) Processor shall provide and maintain encrypted passwords for access to Processor systems.
3. Processor shall perform commercially reasonable monitoring of the Services and all Processor equipment and software for health and performance.
4. Processor shall develop and maintain procedures for the reconstruction of lost Patient Data, and Processor shall correct, at Participant's request, any loss or unauthorized or inappropriate destruction or alteration of any Patient Data caused by the act or omission of Processor or any Processor Related Party.
5. Processor shall ensure that no Patient Data will be cached or stored on any Authorized User's workstation, computer, or other device, except to the extent that, and only to the extent that, an Authorized User affirmatively and intentionally saves such Patient Data to such workstation, computer, or device.
6. Processor will perform daily an incremental backup of all Patient Data. Processor will perform a full backup (complete data copy) of all Patient Data at least once per week in accordance with industry standards.
7. Processor shall ensure that the System and Services will only be provided by Processor Related Parties residing within the United States of America. Processor shall ensure that any information learned by it as a result of entering into any Participation Agreement, including any Patient Data, will never leave the jurisdiction of the United States of America and will never be accessed by anyone other than a previously authenticated user temporarily travelling outside the United States of America. Any modification to the foregoing limitation will require the express written consent signed in ink by Participant's President, Chief Operating Officer or Chief Information Officer.
8. SACVALLEY MEDSHARE represents, warrants, and covenants that no social security number, driver's license or other government ID number, or credit card number is required to be provided in order for SACVALLEY MEDSHARE to perform its obligations under the Agreement and that SACVALLEY MEDSHARE shall not request any such data.
9. **Audit Logging.** SACVALLEY MEDSHARE represents and warrants that the System and Services shall automatically record and log each access to Patient Data by any person, through any portion of the system, and will provide Participant the capability to readily create reports showing the following with respect to each such access:
    - Date/time of record access
    - Unique username of accessing person
    - Name of accessing person
    - Specific data elements/fields accessed:
        - All types
        - Allergy History
        - Care Exchange Transaction Log
        - Clinical History
        - Clinical Results

- Community Search
- Demographics
- Document deletion
- Document Restoration
- Extended Search
- External Document
- Fast Labs
- Flowsheet
- Immunizations
- Lab Category
- Lab Graph
- Logged in
- Logged out
- Medications
- Messaging
- Moved Document
- Moved visit
- Patient Access Report
- Patient chart
- Patient chart Search
- Patient List
- Patient Merge Report
- Patient Opt Out Report
- Patient Registration
- Patient Summary
- Procedures/Diagnoses
- Secured document
- Secured patient
- Secured visit
- Security Override
- Sharing status change
- Visit Document
- Visit History
- Visit Summary

- Duration of access
- For each data element/field, what was accessed by accessing person
- For each data element/field, description of action taken (whether information was accessed or printed, etc.)
- For each data element/field, the purpose of the access (treatment, payment, operations, etc.)
- Patient name
- Patient Medical Record Number
- Patient DOB (if included in the report)
- IP address used to access the record
- Record of any printing activity

In addition, the Participant and its Authorized Users shall have easy access at all times to all of the foregoing routine audit reports/logs and related information and SACVALLEY MEDSHARE shall, at any time upon Participant's request promptly will make available and/or will cause ICA to make available without delay to the Participant personnel access to all of the foregoing custom audit reports/ logs and related information pertaining to access to or use of Patient Data.

10. **Audit Logging: Access to Processor's Data through Participant Electronic Medical Record (EMR).** SACVALLEY MEDSHARE represents and warrants that the System and Services shall automatically record and log access to Patient Data by any person, when accessed through the Participant's EMR, and will provide Participant the capability to readily create reports showing the following with respect to each such access:

- Date/time of record access
- Unique username of accessing person
- Name of accessing person
- Duration of Access

11. **Media Disposal.** As part of the Services provided under the Agreement, unless otherwise instructed by Participant in writing, SACVALLEY MEDSHARE shall dispose of all electronic media that stores information using shredding or other secure means in accordance with 74 Fed. Reg. 19006 (2009) of physical destruction any device that stores information on media, whether that media be hard disk, random access memory or other forms of memory. Upon Participant's reasonable request, SACVALLEY MEDSHARE will promptly provide Participant with a written report of all electronic media used in the provision of Services to Participant which has been disposed of in the previous twelve (12) months. Such reports will identify the media disposed of including serial number of the unit and media, if a serial number is available, the method of destruction, and the date the media were disposed of.

EXHIBIT H: POLICIES AND PROCEDURES APPLICABLE TO THE PARTICIPANT

Policy/Procedure Identifier	Policy/Procedure Name
SVMS-01.001	Amendment of Data
SVMS-02.003	Compliance with Law and Policy
SVMS-04.002	Individual Participation and Control of Information Through the HIE
SVMS-05.002	Information Subject to Special Protection
SVMS-06.002	Minimum Necessary
SVMS-07.002	Mitigation
SVMS-08.002	Notice of Privacy Practices and Consent
SVMS-10.001	Uses and Disclosures of Health Information
SVMS-11.003	Workforce, Agents, and Contractors
SVMS-13.003	Authentication of System Users
SVMS-16.002	Breaches of Protected Health Information
SVMS-20.001	Quality of Displayed Data
SVMS-27.003	Vault Access
SVMS-PRO-002.004	Notice of Privacy Practices and Consent
SVMS-PRO-003.004	Breaches of Protected Health Information/Incident Response
SVMS-PRO-004.004	Authorized User Access
SVMS-PRO-007.003	Information Subject to Special Protection
SVMS-PRO-010.002	Amendment of Data Procedure
SVMS-PRO-011.003	Individual Participation and Control of Info Available Through the HIE Procedure
SVMS-PRO-013.002	Auditing of Access to and Use of HIE Information Procedure
SVMS-PRO-015.004	New Participant Onboarding Procedure
SVMS-PRO-016.002	Quality of Displayed Data Procedure
SVMS-PRO-018.001	Vault Access Procedure

TRINITY COUNTY PUBLIC HEALTH BRACH AND BEHAVIOURAL HEALTH "Covered Entity"

and

SACVALLEY MEDSHARE "Qualified Service Organization" or "QSO"

WHEREAS, Covered Entity operates a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 U.S.C. §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

WHEREAS, QSO is a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Qualified Service Organization Agreement Responsibilities

(a) To the extent that in performing its services for or on behalf of Covered Entity, QSO uses, discloses, maintains, or transmits protected health information that is protected by Part 2, QSO acknowledges and agrees that it is a qualified service organization for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, QSO acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit QSO from disclosing such information to agents or subcontractors without a Qualified Service Organization Agreement between Business Associate and its agent or subcontractor.

(c) Covered Entity acknowledges that disclosure of Covered Entity's Part 2 information to other participants in QSO's health information exchange requires the written consent of the patient pursuant to 45 CFR § 2.21. Covered Entity warrants that it has obtained a valid consent from each patient whose Part 2 information it places in the HIE, authorizing its disclosure to other participants in the exchange.

Business Associate:	**SACVALLEY MEDSHARE**	**Covered Entity:**	**TRINITY COUNTY PUBLIC and BEHAVIORAL HEALTH**
Name:	John D. Helvey	Name:	Jill Cox
By:		By:	
Title:	Chairman, SacValley MedShare	Title:	Chairman, Trinity County Board of Supervisors

TRINITY COUNTY
Item Report 2.11

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	530-623-1265

Resolution: OES Grant Authority

Requested Action:

Adopt a resolution authorizing the Office of Emergency Services to apply for and maintain grants.

Fiscal Impact:

No impact to General Fund. Grant revenue to Trinity County Office of Emergency Services

Summary:

Approval of this Resolution will give authority to the Director, Deputy, and Emergency Operations Manager to apply for and maintain the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP) for the specified fiscal years.

Alternatives Including Financial Implications:

Deny the updated Governing Body Resolution and give direction to staff.

ATTACHMENTS:

Description

Resolution - OES Grant Authority

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY AUTHORIZING OFFICE OF EMERGENCY SERVICES TO APPLY FOR AND MAINTAIN GRANTS

WHEREAS, The Office of Emergency Services Director, Deputy Director and Emergency Operations Manager seek the authority to apply for and maintain various grants available to the Office of Emergency Services; and

WHEREAS, the Board of Supervisors are the governing body over the Office of Emergency Services; and

WHEREAS, The grant programs require that specific fiscal years and grants be designated in the authority granted to the Office of Emergency Services;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity authorize the Director of the Office of Emergency Services, or the Deputy or Assistant Director of the Office of Emergency Services, or the Emergency Operations Manager of the Office of Emergency Services to execute for and on behalf of the County of Trinity, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Awards:

- Fiscal year 2020 Emergency Management Performance Grant;
- Fiscal year 2020 Homeland Security Grant Program;
- Fiscal year 2021 Emergency Management Performance Grant;
- Fiscal year 2021 Homeland Security Grant Program;
- Fiscal year 2021 Emergency Management Performance Grant – American Rescue Plan Act;
- Fiscal year 2022 Emergency Management Performance Grant;
- Fiscal year 2022 Homeland Security Grant Program;
- Fiscal year 2023 Emergency Management Performance Grant;
- Fiscal year 2023 Homeland Security Grant Program

DULY PASSED AND ADOPTED this 18th day of January, 2023 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

_____

JILL COX, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:
LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 2.12

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	(530) 623-1265

Trinity County Public Health Branch Children's Medical Services Plan and Budget FY2022/2023

Requested Action:

Approve and certify Trinity County Health and Human Services - Public Health Branch Children's Medical Services Plan and Budget for fiscal year 2022/2023.

Fiscal Impact:

No impact to the General Fund; all programs funded with state allocations and federal matching funds.

Summary:

Public Health Branch Children's Medical Services (CMS) programs are designed to improve health outcomes for vulnerable populations of children and young adults. These programs include:

- Child Health and Disability Prevention (CHDP)
- CHDP Lead Poisoning Prevention (LPP)
- California Children's Services (CCS)
- Health Care Program for Children in Foster Care (HCPCFC)
- HCPCFC Psychotropic Medication Monitoring & Oversight (PMM&O)

Public Health Branch CMS staff carry out activities as defined in each program plan and budget and serve approximately 600 children and young adults annually. These programs are administered through the California Department of Health Care Services (DHCS) Integrated System of Care Division (ISCD) and fall under the Early Periodic Screening, Diagnosis and Treatment (EPSDT) Federal Statute. Annual funding is provided through a combination of state General Funds and EPSDT/Medicaid federal matching funds.

Alternatives Including Financial Implications:

Deny the item as presented and give further direction to staff.

Departmental Recommendation:

Denial of the proposed plans and budgets would prohibit the Public Health Branch from seeking reimbursement for the statutory programmatic activities conducted. Required CMS budget packet documents submitted annually include signed certification statements for the CHDP, CCS and HCPCFC programs which verify plan and budget approval from program administration and the BOS Chairperson.

It is the staff's recommendation the Board approve and certify the Public Health Branch's CMS Plans and Budgets for FY2022/2023 as presented.

ATTACHMENTS:

Description

CCS Plan and Budget Package

CHDP Plan and Budget Package

HCPCFC Plan and Budget Package

California Children's Services Plan and Budget Reporting Checklist

County/City Fiscal Year

	Page Number
1. CCS Plan and Budget Reporting Checklist	
2. CCS Certification Statement	
3. CCS Organizational Chart	
4. CCS New or Revise Memorandum of Understanding and Inter-agency Agreements	
5. If Applicable:	
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	
c. Property Survey Report Form (STD 152)	
6. CCS Plan and Budget Reporting Spreadsheet	
a. Agency Information Sheet	
b. Agency Description/Program Narrative	
c. CCS Incumbent List	
d. CCS Budget	
i. CCS Administrative Baseline Budget	
– Summary and Worksheet	
– Budget Narrative	

All items listed here should be submitted to the ISCD Budget Portal as one signed PDF document. In addition, Excel worksheet components of this reporting package should also be submitted as one document. Detailed instruction for each item listed can be found in the Integrated Systems of Care Division Plan and Fiscal Guidelines.

California Children's Services (CCS)
Certification Statement

County/City: Trinity **Fiscal Year:** 2022-23

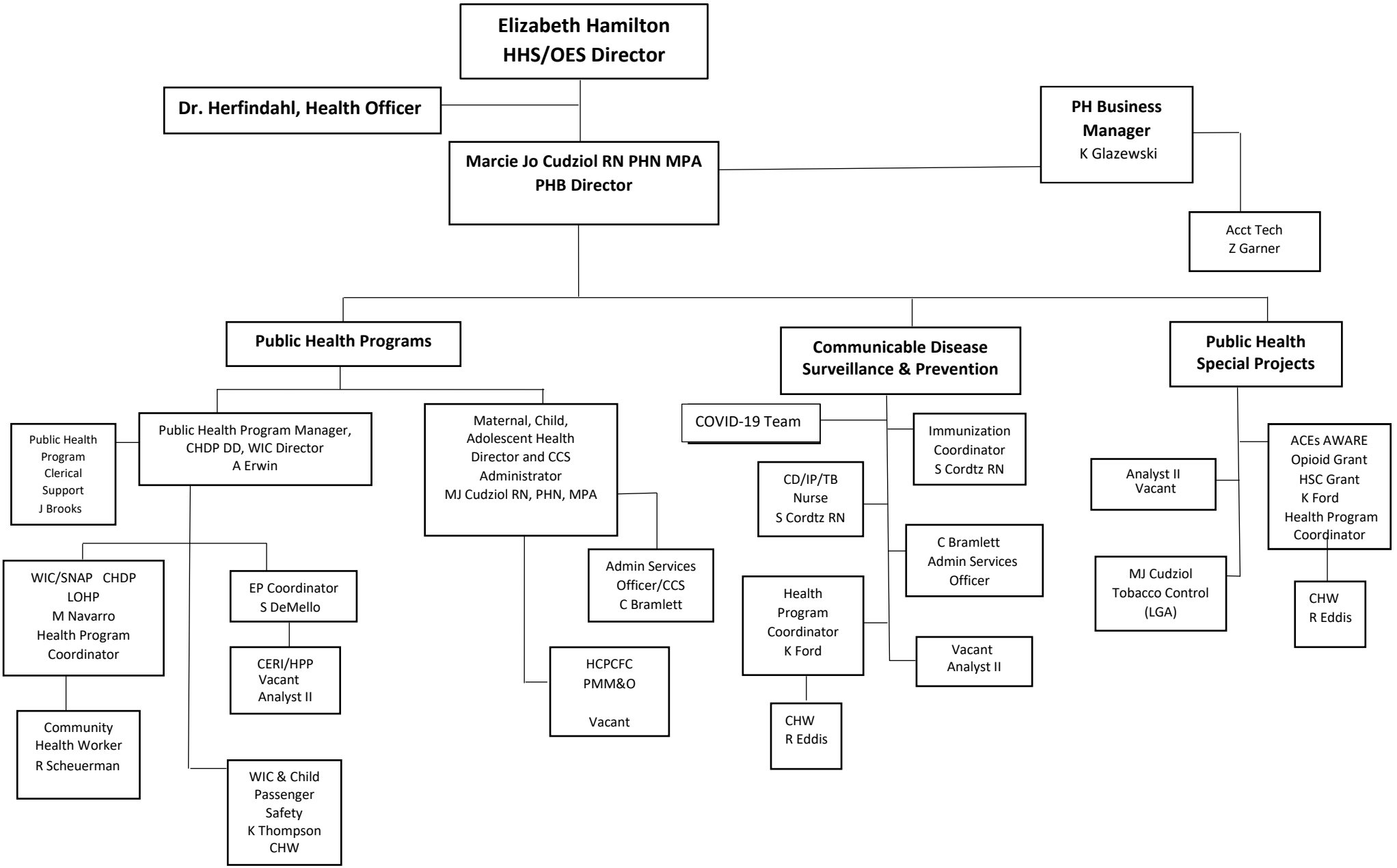
I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Marcie Jo Cudziol, RN, PHN, MPA, CCS Administrator — Date Signed: 1-3-2023

Elizabeth Hamilton, Director, Trinity County Health & Human Services — Date Signed: 1-3-2023

I certify that this plan has been approved by the local governing body.

Jill Cox, Chairman, Trinity County Board of Supervisors — Date Signed


Elizabeth Hamilton
HHS/OES Director
Dr. Herfindahl, Health Officer
Marcie Jo Cudziol RN PHN MPA
PHB Director
PH Business Manager
K Glazewski
Acct Tech
Z Garner
Public Health Programs
Communicable Disease Surveillance & Prevention
Public Health Special Projects
Public Health Program Clerical Support
J Brooks
Public Health Program Manager, CHDP DD, WIC Director
A Erwin
Maternal, Child, Adolescent Health Director and CCS Administrator
MJ Cudziol RN, PHN, MPA
COVID-19 Team
Immunization Coordinator
S Cordtz RN
CD/IP/TB Nurse
S Cordtz RN
C Bramlett
Admin Services Officer
Analyst II
Vacant
ACEs AWARE
Opioid Grant
HSC Grant
K Ford
Health Program Coordinator
MJ Cudziol
Tobacco Control
(LGA)
CHW
R Eddis
WIC/SNAP CHDP
LOHP
M Navarro
Health Program Coordinator
EP Coordinator
S DeMello
Admin Services Officer/CCS
C Bramlett
Health Program Coordinator
K Ford
Vacant
Analyst II
CERI/HPP
Vacant
Analyst II
HCPCFC
PMM&O
Vacant
Community Health Worker
R Scheuerman
CHW
R Eddis
WIC & Child Passenger Safety
K Thompson
CHW

California Children's Services
Agency Information

County/City:	Trinity	**Fiscal Year:**	2022-23
Official Agency			
Street Address	51 Industrial Park Way	Health Officer:	David Herfindahl M.D.
City:	Weaverville CA	Local CHDP	
Zip Code:	96093	Central Inbox:	None
CMS Director (if applicable)			
Name:	Marcie Jo Cudziol RN, PHN, MPA	Street Address:	51 Industrial Park Way
Phone:	530-623-8224	City:	Weaverville CA
Email:	mcudziol@trinitycounty.org	Zip Code:	96093
CCS Administrator			
Name:	Marcie Jo Cudziol RN, PHN, MPA	Street Address:	51 Industrial Park Way
Phone:	530-623-8224	City:	Weaverville CA
Email:	mcudziol@trinitycounty.org	Zip Code:	96093
Clerk of the Board of Supervisors or City Council			
Name:	Suzie Hawkins	Street Address:	11 Court Street PO Box 1613
Phone:	530-623-1382	City:	Weaverville CA
Email:	shawkins@trinitycounty.org	Zip Code:	96093

Trinity County
Health and Human Services Public Health
CHDP/CCS/HCPCFC

Agency Description/Program Narrative
Fiscal Year 2022-2023

Trinity County is a geographically large, sparsely populated rural county in Northern California with a population of 13,170 according to the 2014 census. Land area is 3,179 square miles with a population density of 4 people per square mile. The Public Health Branch (PHB) is located in the Health and Human Services Agency in the County seat of Weaverville. The PHB Director is an SPMP and is responsible for all public health programs and budget oversite, communicable disease control oversite, and direct supervision of lead staff and the Public Health Program Manager.

Trinity County Children's Medical Services (CMS) unit includes the Child Health and Disability Prevention (CHDP) Program, California Children's Services (CCS), and the HCPCFC/PMM&O. The CHDP Deputy Director and CCS Administrator are responsible for the CMS mandates and management of state and local program requirements. The PHB Director functions as the CMS/ CHDP Director in collaboration with the Health Officer.

The HCPCFC Nursing position is currently vacant as the PHN in that program has accepted a position outside our agency. The PHB will recruit to fill this position; however, nursing positions are challenging to fill in our rural frontier PHB. In the interim, HCPCFC activities will be conducted by the only other PHN in the PHB - the PHB Director on a limited basis. Coordination and collaboration will occur between the PHN and CWS staff to ensure unmet healthcare needs are addressed.

Trinity County is a dependent CCS County and medical eligibility determination is authorized by Sacramento DCOS Regional Office. Trinity County is a WCM County and full transition became effective January 1, 2019. The FY 22/23 Budget reflects the decrease in nursing case management FTEs due to shifting of a large portion of our CCS caseload to our managed care plan as dictated under the WCM MOU. Our County program continues to staff an Administrative Coordinator and an Admin Clerk to support those administrative efforts related to eligibility determination, referrals, annual renewals, and overall program support. CCS administration is engaged in discussion with DHCS and Partnership HealthPlan of California in preparation for CalAIM. Medical Therapy Conferences for children in the CCS program will continue through the Shasta County Medical Therapy Unit; however with the onset of the COVID-19 Pandemic these services have been primarily through remote capability. Case management of CCS only clients will continue through the local CCS program.

Incumbent List - California Children's Services

For FY 2022-2023, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: TRINITY			**Fiscal Year:** 2022-2023	
Job Title	**Incumbent Name**	**FTE % on CCS Admin Budget**	**Have Job Duties Changed? (Yes or No)**	**Has Civil Service Classification Changed? (Yes or No)**
Public Health Branch Director/CCS Admin PHN	Marcie Cudziol	0%	No	No
Business Manager	Kate Glazewski	0%	No	No
Administrative Services Officer	Carlene Bramlett	20%	No	No
Community Health Worker	Rachael Eddis	16%	No	No
Account Technician I/II	Ziah Garner	5%	No	No

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	3	5.77%
OTLICP - Total Cases of Open (Active) OTLICP Children	4	7.69%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	45	86.54%
TOTAL CCS CASELOAD	**52**	**100%**

CCS Administrative Baseline Budget Summary

Fiscal Year: 2022-2023

County: TRINITY

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	42,339	2,443	3,257	36,639	0	36,639
II. Total Operating Expense	0	0	0	0	0	0
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	6,351	366	489	5,496		5,496
V. Total Other Expense	0	0	0	0		0
Budget Grand Total	48,690	2,809	3,746	42,135	0	42,135

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	1,404	1,404				
County	1,405	1,405				
OTLICP						
State	656		656			
County	656		656			
Federal (Title XXI)	2,434		2,434			
Medi-Cal						
State	21,068			21,068	0	21,068
Federal (Title XIX)	21,067			21,067	0	21,067

Prepared By (Signature)	Kate Glazewski Prepared By (Printed Name)	kglazewski@trinitycounty.org Email Address
CCS Administrator (Signature)	Marcie Jo Cudziol, RN, PHN, MPA CCS Administrator (Printed Name)	mcudziol@trinitycounty.org Email Address

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	3	5.77%
OTLICP - Total Cases of Open (Active) OTLICP Children	4	7.69%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	45	86.54%
TOTAL CCS CASELOAD	52	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2022-2023

County: TRINITY

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	**1**	**2**	**3**	**4A**	**4**	**5A**	**5**	**6A**	**6**	**7A**	**7**	**8A**	**8**
Category/Line Item	**% FTE**	**Annual Salary**	**Total Budget (1 x 2 or 4 + 5 +6)**	**Caseload %**	**Straight CCS County/State (50/50)**	**Caseload %**	**Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)**	**Caseload %**	**Medi-Cal State/Federal**	**Enhanced % FTE**	**Enhanced Medi-Cal State/Federal (25/75)**	**Non-Enhanced % FTE**	**Non-Enhanced Medi-Cal State/Federal (50/50)**
I. Personnel Expense													
Program Administration													
1. Marcie Cudziol, Public Health Branch Director	0.00%	102,973	0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
2. Kate Glazewski, Health Business Manager	0.00%	73,250	0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
Subtotal		176,223	0		0		0		0				0
Medical Case Management													
1. Marcie Cudziol, Public Health Branch Director	0.00%	102,973	0	5.77%	0	7.69%	0	86.54%	0	0.00%	0	100.00%	0
2. Rachael Eddis, Community Health Worker	5.00%	32,548	1,627	5.77%	94	7.69%	125	86.54%	1,408	0.00%	0	100.00%	1,408
3. Carlene Bramlett, Administrative Services Officer	20.00%	66,334	13,267	5.77%	765	7.69%	1,021	86.54%	11,481	0.00%	0	100.00%	11,481
Subtotal		201,855	14,894		859		1,146		12,889		0		12,889
Other Health Care Professionals													
Subtotal		0	0		0		0		0		0		0
Ancillary Support													
1. Carlene Bramlett, Administrative Services Officer	0.00%	66,334	0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
Subtotal		66,334	0		0		0		0				0
Clerical and Claims Support													
1. Ziah Garner, Account Technician	5.00%	37,123	1,856	5.77%	107	7.69%	143	86.54%	1,606	0.00%	0	100.00%	1,606
2. Rachael Eddis, Community Health Worker	11.00%	32,548	3,580	5.77%	207	7.69%	275	86.54%	3,098	0.00%	0	100.00%	3,098
Subtotal		69,671	5,436		314		418		4,704		0		4,704
Total Salaries and Wages			20,330	5.77%	1,173	7.69%	1,564	86.54%	17,593	0.00%	0	100.00%	17,593
Staff Benefits (Specify %) 108.26%			22,009	5.77%	1,270	7.69%	1,693	86.54%	19,046		0		19,046
I. Total Personnel Expense			42,339	5.77%	2,443	7.69%	3,257	86.54%	36,639		0		36,639
II. Operating Expense													
1. Travel			0	5.77%	0	7.69%	0	86.54%	0	0.00%	0	100.00%	0
2. Training			0	5.77%	0	7.69%	0	86.54%	0	0.00%	0	100.00%	0
3. Communications			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
4. Office Expense			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
5. Structure lease and storage			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
6. Security			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
7. Special Department Expense			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
8. Utilities			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
II. Total Operating Expense			0		0		0		0		0		0

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	3	5.77%
OTLICP - Total Cases of Open (Active) OTLICP Children	4	7.69%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	45	86.54%
TOTAL CCS CASELOAD	52	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2022-2023

County: TRINITY

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 +6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
III. Capital Expense													
III. Total Capital Expense			0		0		0		0				0
IV. Indirect Expense													
1. Indirect Cost Rate	15.00%		6,351	5.77%	366	7.69%	489	86.54%	5,496			100.00%	5,496
IV. Total Indirect Expense			6,351		366		489		5,496				5,496
V. Other Expense													
1. Maintenance & Transportation			0	5.77%	0	7.69%	0	86.54%	0			100.00%	0
V. Total Other Expense			0		0		0		0				0
Budget Grand Total			48,690		2,809		3,746		42,135		0		42,135

Prepared By (Signature)	Prepared By (Printed Name)	Date Prepared	Phone Number
	Kate Glazewski	12/1/2022	(530) 623-8204
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Date Signed	Phone Number
	Marcie Jo Cudziol, RN, PHN, MPA	12-15-2022	(530) 623-8224

Trinity County Health & Human Services Department
CCS Administrative Budget Justification
Fiscal Year 2022/2023

I. Personnel Expenses

Total Salaries:	$20,330.00	
Total Benefits:	$22,009.00	108.26% of Total Salaries
Total Personnel Expenses:	**$42,339.00**	37.98% decrease due to allocation cuts.

Program Administration:	This position will be filled in-kind by Marcie Jo Cudziol, Public Health Branch Director; annual salary of $102.973 and in-kind by Kate Glazewski, Business Manager; annual salary of $73,250.
Medical Case Management	This position will be filled in-kind by Marcie Jo Cudziol, PHB Director; annual salary of $102,973; Carlene Bramlett, Administrative Services Officer @ .20 FTE, annual salary of $66,334; Rachael Eddis, Community Health Worker @ .05 FTE; annual salary of $32,548.
Other Health Care Professionals:	N/A
Ancillary Support:	This position will be filled by in-kind by Carlene Bramlett, Administrative Services Officer, working under the supervision of the CCS Case Manager, annual salary of $66,334.
Clerical and Claims Support:	This position will be filled by Ziah Garner, Account Technician @ .05 FTE, annual salary of $37,123; Rachael Eddis, CHW @ .11 FTE, annual salary of $32,548.

II. Operating Expenses

All operating expenses will be paid via indirect; removed due to allocation cuts.

Travel	$0.00
Training	$0.00
Communications	$0.00
Office Supplies and Services	$0.00
Space Rental	$0.00
Health Education Materials	$0.00
Security	$0.00
Utilities	$0.00
Total Operating Expenses:	**$0.00**

III. Capital Expenses

Total Capital Expenses:	$0.00	None

IV. Indirect Expenses

Internal Indirect @15%	6,351.00	15% of total Personnel Expense
Total Indirect Expenses:	**$6,351.00**	

V. Other Expenses

Maintenance and Transportation	$0.00	All M&T expenses will be paid via indirect; removed due to allocation cuts.
Total Other Expenses:	**$0.00**	

BUDGET GRAND TOTAL **$48,690.00**

Child Health and Disability Prevention Program
Plan and Budget Reporting Checklist

County/City: Fiscal Year:

	Page Number
1. CHDP Plan and Budget Reporting Checklist	
2. CHDP Certification Statement	
3. CHDP Organizational Chart	
4. CHDP New or Revise Memorandum of Understanding and Inter-agency Agreements	
5. If Applicable:	
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	
c. Property Survey Report Form (STD 152)	
6. CHDP Plan and Budget Reporting Spreadsheet	
a. Agency Information Sheet	
b. CHDP Memorandum of Understanding and Inter-agency Agreement List	
c. CHDP Incumbent List	
d. CHDP Budget	
i. CHDP Administrative Budget	
– Summary and Worksheet	
– Budget Narrative	
ii. Optional County/City - Federal Match Budget	
– Summary and Worksheet	
– Budget Narrative	
iii. CHDP Budget Summaries	

All items listed here should be submitted to the ISCD Budget Portal as one signed PDF document. In addition, Excel worksheet components of this reporting package should also be submitted as one document. Detailed instruction for each item listed can be found in the Integrated Systems of Care Division Plan and Fiscal Guidelines.

Child Health and Disability Prevention Program
Certification Statement

County/City: Trinity **Fiscal Year:** 2022-23

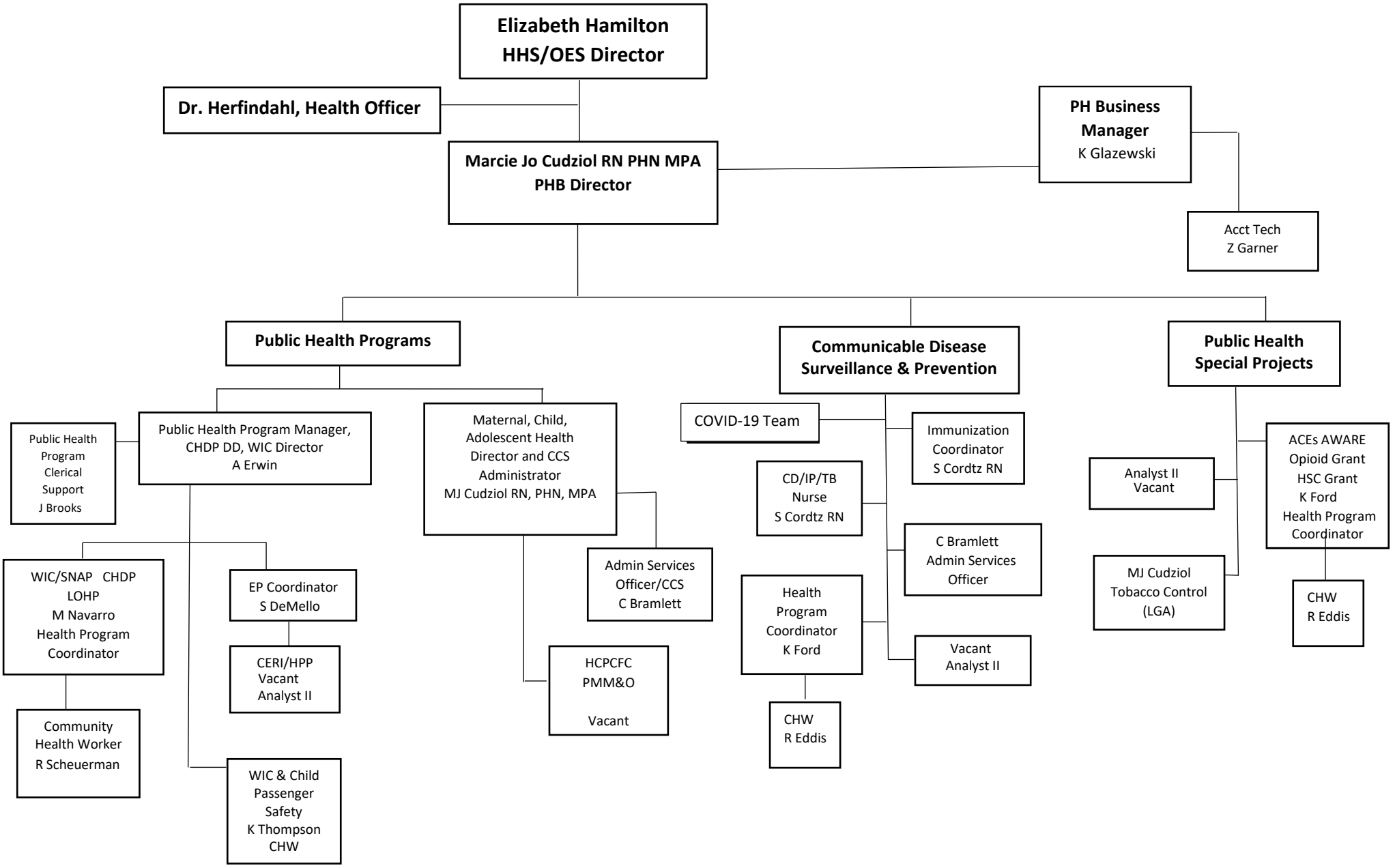
I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director/Deputy Director — Date Signed: 8-25-2022

Signature and Title of Other – Optional — Date Signed: 8.25.2022

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date Signed


Elizabeth Hamilton
HHS/OES Director
Dr. Herfindahl, Health Officer
Marcie Jo Cudziol RN PHN MPA
PHB Director
PH Business Manager
K Glazewski
Acct Tech
Z Garner
Public Health Programs
Communicable Disease Surveillance & Prevention
Public Health Special Projects
Public Health Program Clerical Support
J Brooks
Public Health Program Manager, CHDP DD, WIC Director
A Erwin
Maternal, Child, Adolescent Health Director and CCS Administrator
MJ Cudziol RN, PHN, MPA
COVID-19 Team
Immunization Coordinator
S Cordtz RN
CD/IP/TB Nurse
S Cordtz RN
C Bramlett
Admin Services Officer
Health Program Coordinator
K Ford
Vacant
Analyst II
CHW
R Eddis
Analyst II
Vacant
ACEs AWARE
Opioid Grant
HSC Grant
K Ford
Health Program Coordinator
MJ Cudziol
Tobacco Control
(LGA)
CHW
R Eddis
WIC/SNAP CHDP
LOHP
M Navarro
Health Program Coordinator
Community Health Worker
R Scheuerman
EP Coordinator
S DeMello
CERI/HPP
Vacant
Analyst II
WIC & Child Passenger Safety
K Thompson
CHW
Admin Services Officer/CCS
C Bramlett
HCPCFC
PMM&O
Vacant

Child Health and Disability Prevention
Agency Information

County/City:	Trinity	**Fiscal Year:**	2022-23
Official Agency			
Street Address	51 Industrial Park Way	Health Officer:	David Herfindahl M.D.
City:	Weaverville CA	Local CHDP	
Zip Code:	96093	Central Inbox:	None
CMS Director (if applicable)			
Name:	Marcie Jo Cudziol RN, PHN, MPA	Street Address:	51 Industrial Park Way
Phone:	530-623-8224	City:	Weaverville CA
Email:	mcudziol@trinitycounty.org	Zip Code:	96093
CHDP Director			
Name:	Marcie Jo Cudziol RN, PHN, MPA	Street Address:	51 Industrial Park Way
Phone:	530-623-8224	City:	Weaverville CA
Email:	mcudziol@trinitycounty.org	Zip Code:	96093
CHDP Deputy Director			
Name:	Arina Erwin	Street Address:	51 Industrial Park Way
Phone:	530-623-8295	City:	Weaverville CA
Email:	aerwin@trinitycounty.org	Zip Code:	96093
Clerk of the Board of Supervisors or City Council			
Name:	Suzie Hawkins	Street Address:	11 Court Street PO Box 1613
Phone:	530-623-1382	City:	Weaverville CA
Email:	shawkins@trinitycounty.org	Zip Code:	96093

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Child Health and Disability Prevention
Memoranda of Understanding/Interagency Agreement List

County/City:	Trinity	Fiscal Year:	2022-23

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Child Health and Disability Prevention.

	Title or Name of MOU/IA	Name of Partner Entity	Date Last Renewed
1	IAA local CHDP and Dept of Social Services	Department of Social Services	7/1/2018
2	MOU Local CHDP and Partnership HealthPlan of Ca (PHC)	PHC	7/1/2018
3	Interdepartmental HCPCFC/CWS MOU	CWS	7/1/2018
4	Local CCS WCM PHC MOU	PHC	1/1/2019
5			
6			
7			
8			
9			
10			
	(Insert additional rows as needed)		

MICHELLE BAASS
DIRECTOR

Child Health and Disability Prevention
Incumbent List

GAVIN NEWSOM
GOVERNOR

County/City:	Trinity	Fiscal Year:	2022-23

List all Child Health and Disability Prevention staff.

Please include applicable vacant positions, including title.

	Name	Title	Email Address	Other Programs (with FTE % each)
1	Arina Erwin	PH Program Manager (CHDP Deputy Director)	aerwin@trinitycounty.org	11% Local Oral Health Program 15% SNAP-Ed 25% WIC 5% HPP 10% PHEP 4% PanFlu 20% COVID Grant Funds
2	Martha Navarro	Health Program Coordinator (CHDP Coordinator)	mnavarro@trinitycounty.org	28% LOHP 25% SNAP-Ed 35% WIC 2% CHDP-CLPP
3	Kate Glazewski	PH Business Manager	kglazewski@trinitycounty.org	2.5% CCS 10% LOHP 10% MCAH 5% SNAP-Ed 5% Opioid Grant 7.5% Tobacco Education 10% PanFlu 10% PHEP 5% HPP 10% WIC 5% General Health 15% COVID Grant Funds
4	Ziah Garner	Accounting Technician I	zgarner@trinitycounty.org	10% CCS 10% LOHP 15% WIC 50% General Health 10% COVID Grant Funds
5				
6				
7				
8				
9				
10				
	(Insert additional lines as needed)			

DHCS

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Child Health and Disability Prevention
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Base

County/City Name:	Trinity	Fiscal Year:	2022-23

Column			1A	1B	1	4A	4	5A	5	2A	2	3A	3
Category/Line Item			Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)	CHDP %	Total CHDP Budget	Medi-Cal %	Total Medi-Cal Budget
I. Personnel Expenses													
#	**Name**												
1	ARINA ERWIN		10%	$85,235	$8,524	0%	$0	100%	$8,524	0%	$0	100%	$8,523.50
2	MARTHA NAVARRO		10%	$55,923	$5,592	0%	$0	100%	$5,592	0%	$0	100%	$5,592.34
3	KATE GLAZEWSKI		5%	$73,250	$3,663	0%	$0	100%	$3,663	0%	$0	100%	$3,662.50
4	ZIAH GARNER		5%	$37,123	$1,856	0%	$0	100%	$1,856	0%	$0	100%	$1,856.15
5					$0		$0	100%	$0				
6					$0		$0	100%	$0				
7					$0		$0	100%	$0				
8					$0		$0	100%	$0				
9					$0		$0	100%	$0				
10					$0		$0	100%	$0				
	(insert additional rows as needed)				$0		$0	100%	$0				
Total Salaries and Wages					$19,634		$0		$19,634		$0		$19,634
Less Salary Savings					$0		$0		$0		$0		$0
Net Salaries and Wages					$19,634		$0		$19,634		$0		$19,634
Staff Benefits (Specify %)		98%			$19,202		$0		$19,202		$0		$19,202
I. Total Personnel Expenses					**$38,836**		**$0**		**$38,836**		**$0**		**$38,836**
II. Operating Expenses (List in Narrative)													
II. Total Operating Expenses					**$23,200**				**$23,200**		**$0**		**$23,200**
III. Capital Expenses (List in Narrative)													
III. Total Capital Expenses					**$0**				**$0**		**$0**		**$0**
IV. Indirect Expenses													
1.	Internal (Specify %)	25%			$9,709				$9,709		$0		$9,709
2.	External (Specify %)	0%			$0				$0		$0		$0
IV. Total Indirect Expenses					**$9,709**				**$9,709**		**$0**		**$9,709**
V. Other Expenses													
V. Total Other Expenses					**$0**				**$0**		**$0**		**$0**
Budget Grand Total					**$71,745**		**$0**		**$71,745**		**$0**		**$71,745**

Prepared By:	Sign	Kate Glazewski	Business Manager	8/22/2022	kglazewski@trinitycounty.org
		Print	Title	Date	Email
Authorized CHDP Program Representative:	Sign	Marcie Jo Cudzic	Public Health Branch Director	8/22/2022	mcudziol@trinitycounty.org
		Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

Child Health and Disability Prevention
Budget Narrative

State/Federal Funding Source:	Base		
County/City Name	Trinity	Fiscal Year	2022-23

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses	
A 30.33% decrese due to less overall staff FTE in program. Primarily due to staffing shortages which have caused our remaining staff to be spread across different programs than in the past in order to continue fulfilling our agency's goals and responsibilities.	
II. Operating Expenses Identify and Explain All Operating Expense Line Items	
Travel:	$2,500: Includes per diem, mileage reimbursement and lodging for CHDP staff to travel to meetings, trainings, conferences, and other related program travel. A 257% increase.
Training	$1,500: Includes registration and/or tuition fees for CHDP trainings, seminars, conferences, etc. A 650% increase.
Communications	$1,000: Estimated cost for year, based on prior year. A 150% increase due to anticipated set-up costs for communication systems in a new Public Health building.
Structure rents and leases	$3,300: Estimated based on prior year actuals and square footage projections for anticipated new Public Health building. 158 sf @ 1.05/sf x 6 months; 233 sf @ 1.30/sf x 6 months. Storage space @ $39.99 monthly.
Utilities	$900: Estimated cost based on prior year actuals and square footage estimates for anticipated new Public Health building. A 125% increase.
Security	$2,500: Fire, burglar, and CCTV for existing space. An 810% increase due to anticipated set-up costs and security equipment for new Public Health building.
Office Expense	$5,500: Estimated cost/year. An 83% increase due to higher costs for items such as toner as well as increased staff/client needs.
Health Education/ Prevention	$6,000: Includes outreach materials for annual Children's festival, childcare providers, and preschools. Estimated based on prior year's actual costs and increased opportunities for outreach.
III. Capital Expenses Identify and Explain All Capital Expense Line Items	
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items	
Internal:	Trinity County's CDPH approved Indirect Cost Rate is 25% of total personnel salary and fringe benefits. This rate is used to cover support expenses charged from County shared services. These include payroll, bookkeeping, central accounting and audit; liability insurance, county counsel and executive administration, personnel and information technologies, facilities maintenance and janitorial services.
External:	
V. Other Expenses Identify and Explain All Other Expense Line Items	

Prepared By:	Sign	Kate Glazewski	siness Manag	8/22/2022	kglazewski@trinitycc
		Print		Date	Email
Authorized CHDP Program Representative:	Sign	Marcie Jo Cud	lealth Branch	8/22/2022	mcudziol@trinitycou
		Print	Title	Date	Email

Child Health and Disability Prevention
Budget Summaries

County/City:	Trinity					Fiscal Year:	2022-23	
Funding Source:	Base					County/City-Federal		
	1	4	5	2	3	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	$38,836	$0	$38,836	$0	$38,836	$0	$0	$0
II. Total Operating Expenses	$23,200	$0	$23,200	$0	$23,200	$0	$0	$0
III. Total Capital Expenses	$0		$0	$0	$0	$0		$0
IV. Total Indirect Expenses	$9,709		$9,709	$0	$9,709	$0		$0
V. Total Other Expenses	$0		$0	$0	$0	$0		$0
Budget Grand Total	$71,745	$0	$71,745	$0	$71,745	$0	$0	$0
	1	4	5	2	3	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Funds	Enhanced	Non-Enhanced
State General Funds	$0			$0				
Medi-Cal Funds:	$71,745				$71,745			
State/County Funds	$35,873	$0	$35,873		$35,873	$0	$0	$0
Federal Funds (Title XIX)	$35,873	$0	$35,873		$35,873	$0	$0	$0
Budget Grand Total	$71,745	$0	$71,745	$0	$71,745	$0	$0	$0

Prepared By: Sign	Kate Glazewski	Business Manager	8/22/2022	
	Print	Title	Date	
Authorized CHDP Program Representative: Sign	Marcie Jo Cudziol	ıblic Health Branch Direc	8/22/2022	
	Print	Title	Date	

Health Care Program for Children in Foster Care
Plan and Budget Reporting Checklist

	Page Number
1. HCPCFC Plan and Budget Reporting Checklist	
2. HCPCFC Certification Statement	
3. HCPCFC Organizational Chart	
4. HCPCFC MOU with Local Child Welfare/Social Services	
5. HCPCFC Probation IA	
6. If Applicable:	
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	
c. Property Survey Report Form (STD 152)	
7. HCPCFC Plan and Budget Reporting Spreadsheet	
a. Agency Information Sheet	
b. Memorandum of Understanding and Interagency Agreement List	
c. HCPCFC Incumbent List	
d. HCPCFC Budgets	
i. Base	
– Summary and Worksheet	
– Budget Narrative	
ii. Psychotropic Medication Monitoring and Oversight	
– Summary and Worksheet	
– Budget Narrative	
iii. Caseload Relief	
– Summary and Worksheet	
– Budget Narrative	
iv. Optional County/City - Federal Match	
– Summary and Worksheet	
– Budget Narrative	
v. Budget Summaries	

Health Care Program for Children in Foster Care
Certification Statement

County/City: Trinity **Fiscal Year:** 2022-23

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

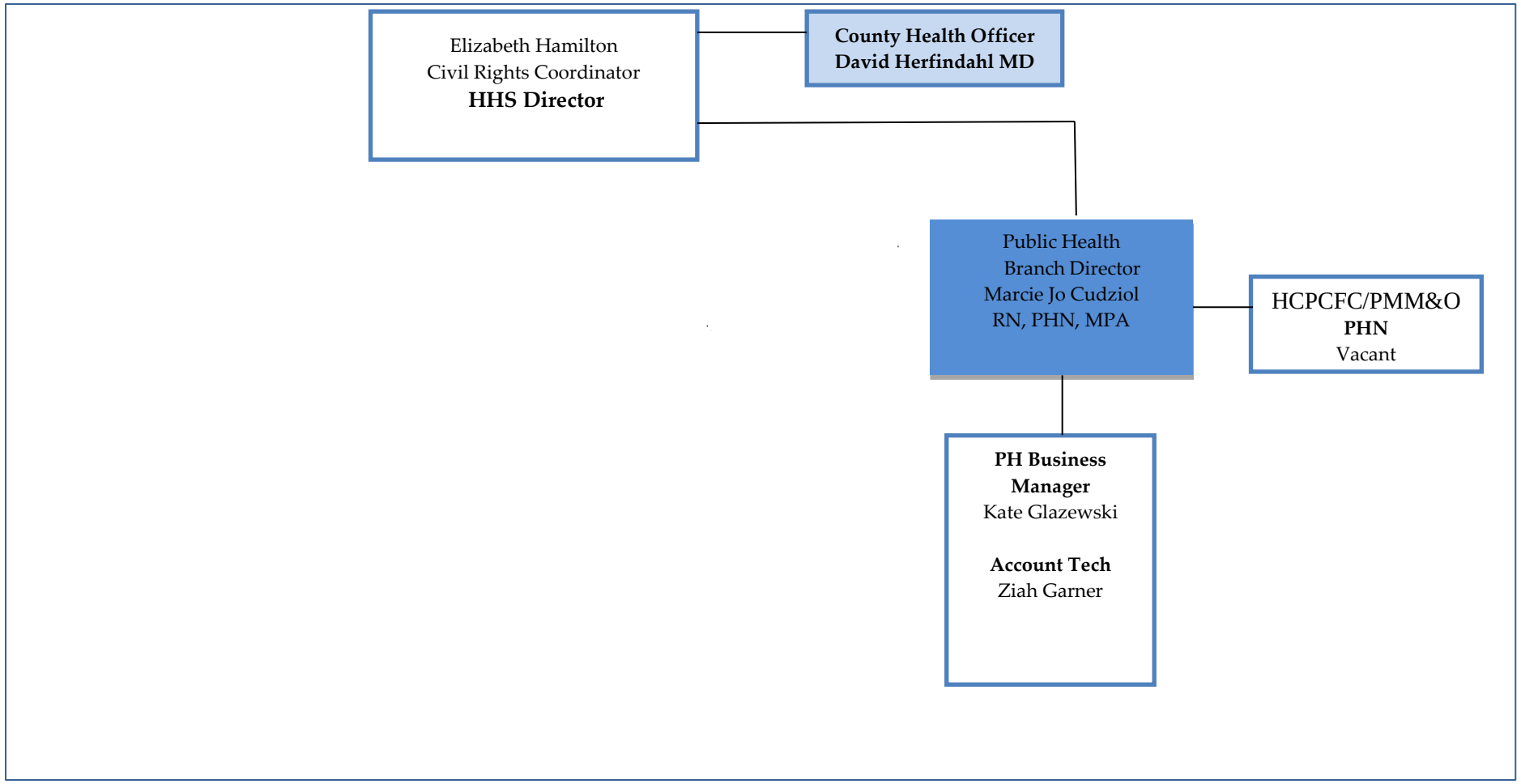
Signature of HCPCFC Director/County Authorized Representative — Date Signed: 8-25-2022

Signature of Director or Health Officer — Date Signed: 8-25-2022

Signature and Title of Other – Optional — Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date Signed


Elizabeth Hamilton
Civil Rights Coordinator
HHS Director
County Health Officer
David Herfindahl MD
Public Health
Branch Director
Marcie Jo Cudziol
RN, PHN, MPA
HCPCFC/PMM&O
PHN
Vacant
PH Business
Manager
Kate Glazewski
Account Tech
Ziah Garner

Memorandum of Understanding between Trinity County HHS Public Health and Child Welfare Services for the administration of the Health Care Program for Children in Foster Care

In providing these services, the PHN administratively coordinates the health care needs of children in foster care, including their developmental, dental and mental health needs. The PHN supports adherence to the health assessment periodicity schedule specified in the CHDP Health Assessment Guidelines, ensures that identified health needs are monitored, and supports continuity of health care services. The PHN/Social Worker updates the CWS/CMS Health and Education Passport, including prescribed medications, and shares medical information where appropriate. The PHN consults with physicians and other medical and non-medical professionals regarding the health and well being of children in foster care and in coordinating appropriate medical treatment.

Areas of Responsibility for Child Health and Disability Prevention (CHDP) Public Health Nurses (PHNs) and Child Welfare Service (CWS) Agency Social Workers and in the Health Care Program for Children in Foster Care (HCPCFC) include the following:

County/City: Trinity Effective Dates: July 1, 2022 – June 30, 2026

Service Provided	Local Responsibilities Foster Care PHN as Staffing Allows	Local Child Welfare Service Agency Responsibilities Social Worker
Location	• PHN/RN will be located in the CWS agency with accessibility to all team members	• PHN/RN will be located in the CWS agency with accessibility to all team members servicing children in foster care.
Supervision	• PHN/RN will be supervised by supervising PHN in the local CHDP Program with input from CWS agency staff.	• CWS agency will provide input to the supervising PHN.

Service Provided	Local Responsibilities Foster Care PHN as Staffing Allows	Local Child Welfare Service Agency Responsibilities Social Worker
Accessing Resources	• PHN/RN will identify health care providers in the community. • PHN/RN will evaluate the adequacy, accessibility and availability of the referral network for health care services and collaborate with CHDP staff to identify and recruit additional qualified providers. • PHN/RN will serve as a resource to facilitate (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, mental health providers, CCS and other community programs. • PHN/RN will assist PHNs in the child's county of residence to identify and access resources to address the health care needs of children placed out of county.	• CWS agency Social Worker will work with PHN/RN to ensure that all children in foster care are referred for health services appropriate to age and health status on a timely basis. • CWS agency Social Worker will work with the substitute care provider (Foster Parent) and the PHN/RN to identify an appropriate health care provider for the child. • CWS agency Social Worker Officer will work with the PHN/RN to ensure that children placed out of county have access to health services appropriate to age and health status.

Service Provided	Local Responsibilities Foster Care PHN as Staffing Allows	Local Child Welfare Service Agency Responsibilities Social Worker
Health Care Planning and Coordination	• PHN/RN will interpret health care reports for social worker and others as needed. • PHN/RN will develop a health plan for each child expected to remain in foster care. • PHN/RN will work with substitute care provider to ensure that the child's Health and Education Passport or its equivalent is updated. • PHN/RN will assist substitute care provider s in obtaining timely comprehensive assessments. • PHN/RN will expedite timely referrals for medical, dental, developmental, and mental health services. • PHN/RN will assist social worker in obtaining additional services necessary to educate and/or support the foster caregiver in providing for the special health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS). • PHN/RN will obtain and provide health care documentation when necessary to support the request for health care services. • PHN/RN will collaborate with social worker, biological parent when possible and substitute care provider to ensure that necessary medical/health care information is available to those persons responsible for providing healthcare for the child, including a copy of the Health Education Passport (HEP) to the substitute care provider. • PHN/RN will assist social worker to assess the suitability of the foster care placement in light of the health care needs of the child. • PHN/RN will collaborate with the social worker and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • PHN/RN will review child's health plan with social worker as needed and at least every six months.	• Child's Social Worker will collaborate with PHN/RN to develop a health plan which identifies the health care needs and service priorities for each child expected to remain in foster care for 6 months or longer. • Social Worker or designee will incorporate health plan into child's case record. • Social Worker will assemble and provide health care documentation to the court when necessary to support the request for health care services. • Social Worker will collaborate to complete and keep current the child's Health and Education Passport or its equivalent and provide a copy of the HEP to the substitute care provider. • Social Worker will consult with the PHN/RN to assess the suitability of the foster care placement in light of the health care needs of the child. • Social Worker will collaborate with the PHN/RN and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • Social Worker will review child's health plan with PHN/RN at least every six months and before every court hearing relevant information will be incorporated into the HEP and court report.

Service Provided	Local Responsibilities Foster Care PHN as Staffing Allows	Local Child Welfare Service Agency Responsibilities Social Worker
Training/Orientation	• PHN/RN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the special health care needs of children in foster care. • PHN/RN will educate social workers, juvenile court staff, substitute care provider s, school nurses and others about the health care needs of children in foster care.	• CWS agency staff will provide input to PHN/RN in developing curriculum for training others about health care needs of children in foster care. • CWS agency staff will collaborate with PHNs/RN in educating juvenile court staff, substitute care providers, and others about the health care needs of children in foster care. • CWS agency personnel will arrange for PHN/RN access to the Child Welfare Services/Case Management System (CWS /CMS) system and provide training in its use.
Policy/Procedure Development	• PHN/RN will provide program consultation to DSS/ Probation Departments in the development and implementation of the EPSDT/CHDP Program policies related to the Health Care Program for Children in Foster Care. • PHN will participate in multi-disciplinary meetings for review of health-related issues.	• CWS agency staff will include the PHN/RN in team meetings and provide orientation to social services and consultation on CWS/CMS.
Transition from Foster Care	• PHN/RN will provide assistance to the Social Worker and youths leaving foster care on the availability of options of health care coverage as well as community resources to meet the health care needs upon emancipation.	• CWS agency staff will collaborate with PHN/RN to assure youths leaving foster care supervision are aware and connected to resources for independent living.

Service Provided	Local Responsibilities Foster Care PHN as Staffing Allows	Local Child Welfare Service Agency Responsibilities Social Worker
Quality Improvement	• PHN/RN will conduct joint reviews of case records for documentation of health care services with CWS agency/Probation Department. • PHN/RN will work with CWS agency/Probation Department to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. • PHN/RN will establish baseline data for evaluating health care services provided to children in foster care.	• CWS agency staff will conduct joint reviews of case records for documentation of health care services • CWS agency will work with PHN/RN to develop a plan for evaluating the process and impact of the addition of the PHN/RN component to the foster care team. • CWS agency will collaborate and assist PHN/RN in gathering data.
PHN Waiver Compliance Monitoring and Accountability	• All non PHNs working in the HCPCFC will be required to obtain PHN Certification within 3 years of employment. • A PHN Waiver will be submitted to the DHCS Integrated Systems of Care Division identifying the timeline for acquisition of PHN certification for all non PHN HCPCFC nurses. • All nurses operating under a waiver are required to show progress over time toward the PHN certification. • A waiver extension may be requested by the PHN Director in the event of circumstances that extend the deadline for PHN Certification. • Semi-Annual reports of progress toward the PHN certification will be submitted to DHCS Integrated Systems of Care Division by the PHN Director	• CWS Program Manager and PHN Director will conduct joint reviews of PHN waiver progress for the HCPCFC Nurse.

This Memorandum of Understanding in effect from July 1, 2022 through June 30, 2026 unless revised by mutual agreement. In the event that changes in Federal or State requirements impact the current Memorandum of Understanding, the local health department, social services department, and probation department agree to renegotiate the pertinent section within 90 days of receiving new instructions from the State.

Public Health Director or Child Health and Disability Prevention Program Director	8-23-2022 Date
Health Care Program for Children in Foster Care Nurse	Date
County Child Welfare Service Agency Director	8-23-2022 Date

Health Care Program for Children in Foster Care
Agency Information

County/City:	Trinity	**Fiscal Year:**	2022-23
Official Agency			
Street Address:	51 Industrial Park Way	Health Officer:	David Herfindahl M.D.
City:	Weaverville CA	Local HCPCFC	
Zip Code:	96093	Central Inbox:	None
Parent Agency Director (if applicable)			
Name:	Marcie Jo Cudziol	Street Address:	51 Industrial Park Way
Phone:	530-623-1358	City:	Weaverville CA
Email:	mcudziol@trinitycounty.org	Zip Code:	96093
Authorized HCPCFC Program Administrative Representative			
Name:	Marcie Jo Cudziol	Street Address:	51 Industrial Park Way
Phone:	530-623-1358	City:	Weaverville CA
Email:	mcudziol@trinitycounty.org	Zip Code:	96093
Clerk of the Board of Supervisors or City Council			
Name:	Suzie Hawkins	Street Address:	11 Court Street PO Box 1613
Phone:	530-623-1382	City:	Weaverville CA
Email:	shawkins@trinitycounty.org	Zip Code:	96093
Director of Social Services Agency			
Name:	Elizabeth Hamilton	Street Address:	51 Industrial Park Way
Phone:	530-623-1265	City:	Weaverville CA
Email:	lhamilton@trinitycounty.org	Zip Code:	96093
Chief Probation Officer			
Name:	Ruby Fiero	Street Address:	333 Tom Bell Rd.
Phone:	530-623-1204	City:	Weaverville CA
Email:	rfiero@trinitycounty.org	Zip Code:	96093

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Health Care Program for Children in Foster Care
Memoranda of Understanding/Interagency Agreement List

County/City:	Trinity	Fiscal Year:	2022-23

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Health Care Program for Children in Foster Care.

	Title or Name of MOU/IA	MOU with Local Social Services / Child Welfare	IA with Probation	Name of Partner Entity	Date Last Renewed
1	Interdepartmental HCPCFC/CWS MOU	Yes		CWS	7/1/2022
2	Probation HCPCFC MOU		No		
3					
4					
5					
6					
7					
8					
9					
10					
	(Insert additional rows as needed)				

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Incumbent List

GAVIN NEWSOM
GOVERNOR

County/City:	Trinity	Fiscal Year:	22-23

List all Health Care Program for Children in Foster Care staff.

HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By selecting "Yes" you certify that this individuals Civil Service Classification and Duty Statement meet the requirements outlined in Section 8 of the Plan and Fiscal Guidelines for the position selected. Please enter Vacant positions, including Title.

	Name	Title	Direct Support Staff	PHN	Total % FTE as Supervising PHN	Email Address	Other Programs (with FTE % each)
1	VACANT	HCPCFC PHN		Yes			
2	Marcie Jo Cudziol	PHB Director		Yes	5%	mcudziol@trinitycounty.org	25% CCS 25% MCAH 25% IZ Covid 20% General Health 5% Tobacco
3							
4							
5							
6							
7							
8							
9							
10							
	(Insert additional lines as needed)						

DHCS
MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Base

County/City Name:	Trinity	Fiscal Year:	2022-23

Column			1A	1B	1	2A	2	3A	3
Category/Line Item			Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses									
#	Name								
1	Vacant, PHN I		12%	$59,721	$7,165	95%	$6,806	5%	$358
2					$0		$0	100%	$0
3					$0		$0	100%	$0
4					$0		$0	100%	$0
5					$0		$0	100%	$0
6					$0		$0	100%	$0
7					$0		$0	100%	$0
8					$0		$0	100%	$0
9					$0		$0	100%	$0
10					$0		$0	100%	$0
	(insert additional rows as needed)				$0		$0	100%	$0
Total PHN FTE %			0%			0%		0%	
Total Direct Support Staff FTE %			0%			0%		0%	
Net Salaries and Wages					$7,165		$6,806		$358
Staff Benefits (Specify %)		99%			$7,063		$6,709		$353
I. Total Personnel Expenses					**$14,228**		**$13,515**		**$711**
II. Operating Expenses									
1.	Travel				$0	0%	$0	0%	$0
2.	Training				$0	0%	$0	0%	$0
II. Total Operating Expenses					**$0**		**$0**		**$0**
III. Total Capital Expenses									
IV. Indirect Expenses									
1.	Internal (Specify %)	25%			$3,557				$3,557
IV. Total Indirect Expenses					**$3,557**				**$3,557**
V. Total Other Expenses									
Budget Grand Total					$17,785		$13,515		$4,268

	Sign	Kate Glazewski	Business Manager	8/22/2022	kglazewski@trinitycounty.org
Prepared By:		Print	Title	Date	Email
	Sign	Marcie Jo Cudzio	Public Health Branch Director	8/22/2022	mcudziol@trinitycounty.org
Authorized HCPCFC Program Representative:		Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

State/Federal Funding Source:	Base		
County/City Name:	Trinity	Fiscal Year:	2022-23

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Vacant, PHN I: The budgeted salary has decreased from $7,747 in 21/22 to $7,165 in 22/23 due to an increase in the staff benefit percentage as a result of a lower salary for new hires. Upon the fulfillment of the vacancy, the PHN will be full-time and commit 100% of their time to Foster Care duties. However, to stay within our 22/23 Base allocation, their FTE is shown as 12%.

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	n/a
Training:	n/a

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Estimated costs based on 25% calculation of total personnel costs. This rate is used to cover support expenses charged from County shared services. These include payroll, bookkeeping, central accounting and audit, liability insurance, county counsel and executive administration, personnel and information technologies, facilities maintenance and janitorial services.

V. Other Expenses *cannot be included in this budget*

Prepared By: Sign	Kate Glazewsı	isiness Manaç	8/22/2022	ızewski@trinitycounty
	Print	Title	Date	Email
Authorized HCPCFC Program Representative: Sign	Marcie Jo Cudz	łealth Branch	8/22/2022	:udziol@trinitycounty.(
	Print	Title	Date	Email

DHCS

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Psychotropic Medication Monitoring & Oversight

County/City Name:	Trinity	Fiscal Year:	2022-23

Column		1A	1B	1	2A	2	3A	3
Category/Line Item		Total PMM&O FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses								
#	Name							
1		8%	$59,721	$4,911	100%	$4,911	0%	$0
2				$0		$0	100%	$0
3				$0		$0	100%	$0
4				$0		$0	100%	$0
5				$0		$0	100%	$0
6				$0		$0	100%	$0
7				$0		$0	100%	$0
8				$0		$0	100%	$0
9				$0		$0	100%	$0
10				$0		$0	100%	$0
	(insert additional lines as needed)			$0		$0	100%	$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				$4,911		$4,911		$0
Staff Benefits (Specify %)	99%			$4,841		$4,841		$0
I. Total Personnel Expenses				**$9,752**		**$9,752**		**$0**
II. Operating Expenses								
1.	Travel			$0	0%	$0	0%	$0
2.	Training			$0	0%	$0	0%	$0
II. Total Operating Expenses				**$0**		**$0**		**$0**
III. Total Capital Expenses								
IV. Indirect Expenses								
1.	Internal (Specify %) 25%			$2,438				$2,438
IV. Total Indirect Expenses				**$2,438**				**$2,438**
V. Total Other Expenses								
Budget Grand Total				**$12,190**		**$9,752**		**$2,438**

	Sign	Print	Title	Date	Email
Prepared By:		Kate Glazewski	Business Manager	8/22/2022	kglazewski@trinitycounty.org
Authorized HCPCFC Program Representative:		Marcie Jo Cudziol	Public Health Branch Director	8/22/2022	mcudziol@trinitycounty.org

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

Health Care Program for Children in Foster Care
Budget Narrative

State/Federal Funding Source:	Psychotropic Medication Monitoring & Oversight		
County/City Name:	Trinity	Fiscal Year:	2022-23

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Vacant, PHN I: The budgeted salary has decreased from $7,747 in 21/22 to $7,165 in 22/23 due to an increase in the staff benefit percentage caused by a lower salary for new hires. Upon the fulfillment of the vacancy, the PHN will be full-time and commit 100% of their time to Foster Care activities. However, to stay within our 22/23 PMM&O allocation, their FTE is shown as 8%

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	n/a
Training:	n/a

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Estimated costs based on 25% calculation of total personnel costs. This rate is used to cover support expenses charged from County shared services. These include payroll, bookkeeping, central accounting and audit, liability insurance, county counsel and executive administration, personnel and information technologies, facilities maintenance and janitorial services.

V. Other Expenses *cannot be included in this budget*

Prepared By:	Sign	Kate Glazewsı	Print	siness Manaç	Title	8/22/2022	Date	kglazewski@trinityco	Email
Authorized HCPCFC Program Representative:	Sign	Marcie Jo Cudz	Print	ealth Branch	Title	8/22/2022	Date	mcudziol@trinitycour	Email

DHCS

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Caseload Relief

County/City Name:	Trinity	Fiscal Year:	2022-23

Column		1A	1B	1	2A	2	3A	3
Category/Line Item		Total Caseload Relief FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses								
#	Name							
1	Vacant, PHN I	7%	$59,721	$4,287	95%	$4,073	5%	$214
2				$0		$0	100%	$0
3				$0		$0	100%	$0
4				$0		$0	100%	$0
5				$0		$0	100%	$0
6				$0		$0	100%	$0
7				$0		$0	100%	$0
8				$0		$0	100%	$0
9				$0		$0	100%	$0
10				$0		$0	100%	$0
	(insert additional lines as needed)			$0		$0	100%	$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				$4,287		$4,073		$214
Staff Benefits (Specify %)	99%			$4,226		$4,015		$211
I. Total Personnel Expenses				**$8,513**		**$8,088**		**$425**
II. Operating Expenses								
1.	Travel			$0	0%	$0	0%	$0
2.	Training			$0	0%	$0	0%	$0
II. Total Operating Expenses				**$0**		**$0**		**$0**
III. Total Capital Expenses								
IV. Indirect Expenses								
1.	Internal (Specify %)	25%		$2,128				$2,128
IV. Total Indirect Expenses				**$2,128**				**$2,128**
V. Total Other Expenses								
Budget Grand Total				**$10,641**		**$8,088**		**$2,553**

	Sign	Print	Title	Date	Email
Prepared By:		Kate Glazewski	Business Manager	8/22/2022	kglazewski@trinitycounty.org
Authorized HCPCFC Program Representative:		Marcie Jo Cudzic	Public Health Branch Director	8/22/2022	mcudziol@trinitycounty.org

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

Health Care Program for Children in Foster Care
Budget Narrative

State/Federal Funding Source:	Caseload Relief		
County/City Name:	Trinity	Fiscal Year:	2022-23

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Vacant, PHN I: The budgeted salary has decreased from $7,747 in 21/22 to $7,165 in 22/23 due to an increase in the staff benefit percentage as a result of a lower salary for new hires. Upon the fulfillment of the vacancy, the PHN will be full-time and commit 100% of their time to Foster Care duties. However, to stay within our 22/23 Caseload Relief allocation, their FTE is shown as 7%.

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	n/a
Training:	n/a

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Estimated costs based on 25% calculation of total personnel costs. This rate is used to cover support expenses charged from County shared services. These include payroll, bookkeeping, central accounting and audit, liability insurance, county counsel and executive administration, personnel and information technologies, facilities maintenance and janitorial services.

V. Other Expenses *cannot be included in this budget*

Prepared By: Sign	Print	Title	Date	Email
	Kate Glazewsı	siness Manaç	8/22/2022	kglazewski@trinityco
Authorized HCPCFC Program Representative: Sign	**Print**	**Title**	**Date**	**Email**
	Marcie Jo Cudz	ealth Branch	8/22/2022	mcudziol@trinitycour

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

GAVIN NEWSOM
GOVERNOR

Health Care Program for Children in Foster Care
Budget Summaries

County/City:	Trinity	Fiscal Year:	2022-23

Funding Source:	Base			PMM&O			Caseload Relief			County/City-Federal		
A	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	**Total Budget**	**Enhanced**	**Non-Enhanced**	**Total Budget**	**Enhanced**	**Non-Enhanced**	**Total Budget**	**Enhanced**	**Non-Enhanced**	**Total Budget**	**Enhanced**	**Non-Enhanced**
I. Total Personnel Expenses	$14,226	$13,515	$711	$9,752	$9,752	$0	$8,513	$8,088	$425	$0	$0	$0
II. Total Operating Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
III. Total Capital Expenses												
IV. Total Indirect Expenses	$3,557		$3,557	$2,438		$2,438	$2,128		$2,128	$0		$0
V. Total Other Expenses												
Budget Grand Total	$17,783	$13,515	$4,268	$12,190	$9,752	$2,438	$10,641	$8,088	$2,553	$0	$0	$0
E	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	**Total Funds**	**Enhanced**	**Non-Enhanced**	**Total Funds**	**Enhanced**	**Non-Enhanced**	**Total Funds**	**Enhanced**	**Non-Enhanced**	**Total Funds**	**Enhanced**	**Non-Enhanced**
State/County Funds	$5,513	$3,379	$2,134	$3,657	$2,438	$1,219	$3,299	$2,022	$1,277	$0	$0	$0
Federal Funds (Title XIX)	$12,270	$10,136	$2,134	$8,533	$7,314	$1,219	$7,343	$6,066	$1,277	$0	$0	$0
Budget Grand Total	$17,783	$13,515	$4,268	$12,190	$9,752	$2,438	$10,641	$8,088	$2,553	$0	$0	$0

Prepared By: Sign	Print: Kate Glazewski	Title: Business Manager	Date: 8/22/2022	Email: kglazewski@trinitycounty.org
Authorized HCPCFC Program Representative: Sign	Print: Marcie Jo Cudziol	Title: Public Health Branch Director	Date: 8/22/2022	Email: mcudziol@trinitycounty.org

TRINITY COUNTY
Item Report 2.13

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Human Resources	Letty Garza	(530) 623-1325

Above A Step: Code Compliance Lead Worker

Requested Action:

Pursuant to Trinity County Code Section 2.60.410 authorize promoting employee ID # 02484 as a Code Compliance Lead Worker at Range G219 Step C in the Building and Planning Department, Cannabis Division retroactively effective August 01, 2022.

Fiscal Impact:

Approximate cost in salary and benefits per month for a Code Compliance Lead Worker at B step is $8,157 and at C step is $8,521.

Summary:

The Building and Planning Department, Cannabis Division would like to retroactively promote their Code Compliance Specialist II to a Code Compliance Lead Worker, retroactively effective August 01, 2022. This action was recommended by the department earlier, but was not completed because at the time the Code was interpreted as not allowing it. After further research and consideration, it was found to be allowable with the approval of the Board of Supervisors, so this requested action is being brought back to the BOS for review/approval so the correct action can be retroactively applied back to the date when it should have been first brought forward to the Board for action. This employee distinguished themselves during their time with the county as Code Compliance Specialist I and II and is well deserving of the promotion given their commitment and mindset to safeguard the County’s Cannabis Division through their knowledge and field experience. This employee has never fell short with initiative and leading other staff to get the job done. This action is fully recommended. This department is requesting the Board approve offering above B step to C step. This salary range and step would commensurate with the employee's training, experience and knowledge. The employees experience proves to be an asset to both the department and serving the public.

Alternatives Including Financial Implications:

Do not approve and direct staff.

Departmental Recommendation:

It is staff's recommendation that the Board authorize promoting Employee No. 02484 as a Code Compliance Lead Worker at Range G219 Step C in the Building and Planning Department, Cannabis Division, retroactively effective August 1, 2022.

ATTACHMENTS:

Description

County Code 2.60.410

Salary and Benefits Worksheet

Organizational Chart

2.60.410 - Appointments.

A. Advance steps for new hires and voluntary reappointments to permanent full-time and permanent part-time positions may be requested under the following provisions and conditions:

1. There is a demonstrated inability to recruit applicants at the entry level step as certified by the personnel officer.
2. Prior to the appointment of a new employee to a class or of a present employee seeking a voluntary reappointment, the department head shall make a written request to the personnel officer to establish compensation at a rate of Step B through E in the range assigned to the class when a candidate has training and/or experience beyond the minimum qualifications which is of the same type and level as that involved in the full and satisfactory performance in the class to which the candidate is being appointed. Such request shall follow prescribed procedures and provide sufficient documentation to enable the personnel officer to determine the eligibility for advanced steps.
3. This information shall be presented to the board of supervisors by the personnel officer, and when appropriate, the respective department head or a representative of the department shall be present. The board of supervisors, by majority vote, shall authorize appointment at a level above the entrance step of the appropriate range.

B. Upon reinstatement of a previous permanent employee separated due to a reduction in force, or otherwise terminated in good standing, the compensation rate may be established at any step in the range for the class, upon approval of the personnel officer, provided that it shall not exceed the step occupied at the time of leaving county service and the class specifications for the classification have not changed. In cases involving reinstated employees separated due to a reduction in force, reinstatement shall be at the same step occupied at the time of leaving county service and the anniversary date of the employee shall remain the same less the period of time while on layoff.

C. Upon request of the department head, an extra help employee may be hired above Step A of the appropriate range, if such employee has had prior service in a permanent position in the same classification within the same department or if the individual is currently employed in a permanent position in the same classification

in another county department. Such requests shall be made in writing to the personnel officer who will approve, disapprove, or modify the request based on the individual's training and/or experience and the needs of the county.

D. The compensation for an employee receiving a promotional appointment to a permanent full-time or permanent part-time position shall be at the entrance step of the promoted class, or within five dollars of a five percent increase in the monthly salary, whichever is the greater. However, in no case shall the salary exceed the maximum step assigned to the promoted class.

E. Prior to promotion, a department head may request approval to establish a compensation rate for a promotional candidate at a higher step in the range than that provided in subsection D of this section of this chapter. The provisions and conditions established in subsection A of this section of this chapter shall govern such requests.

F. A new anniversary date shall be established upon the promotion date of an employee.

G. Disciplinary demotions shall be handled under the guidelines and procedures established under Article X of the the county personnel ordinance. Upon disciplinary demotion, an employee shall be assigned to any step in the lower classification range which is at least five percent less than the salary received in the previous class. The employee shall lose all seniority rights in the previous class and the time served in the previous class shall be credited to the new class for the purpose of establishing seniority lists. All disciplinary demotions require approval by the department head. The personnel officer shall insure that disciplinary demotions are handled according to proper procedures. A new anniversary date shall be established upon the effective date of demotion.

H. If an employee transfers to a different position in the same class, or to a different classification with the same salary range, no pay adjustments shall be made and the individual's anniversary date shall remain the same.

I. Upon involuntary reappointment, the employee shall continue to receive the same rate of pay if that rate corresponds with a step in the new range. If the employee's rate of pay does not correspond with a step in the range for the new class, then the employee's rate of pay shall be reduced to the nearest dollar amount in the new range. If the employee's pay, prior to the involuntary reappointment is above the maximum step in the new range, pay shall be established at the maximum step

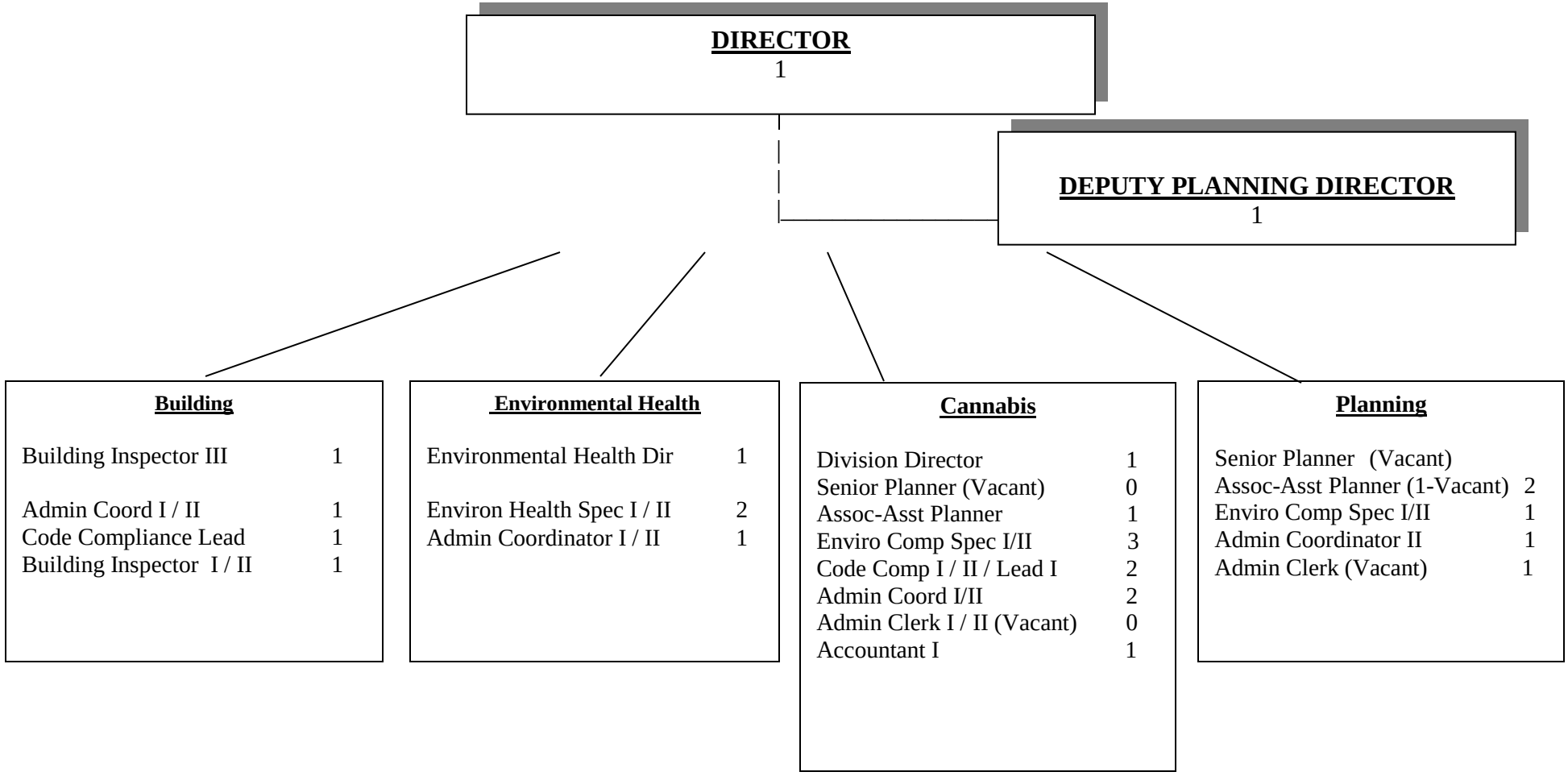
in the new class. Under no circumstances shall an employee receive a salary increase upon an involuntary reappointment. The anniversary date of an employee shall remain the same upon an involuntary reappointment.

(Ord. 1087 §1(part), 1986)

Payroll Rates - Refer to Budget Forecasting Sheet for Additional Information and Calculations							
General	7.65%	42.25%	$ 0.13	$ 863.26		7%	
Management	7.65%	42.25%	$ 1.12	$ 868.70	3.00%	7%	
Skilled Trades	7.65%	42.25%	$ 1.21	$ 863.26		7%	
Deptuy Sherffi's Association - Classic Safety	7.65%	60.90%	$ 0.91	$ 871.26		7%	
Deptuy Sherffi's Association - PEPRA Safety	7.65%	12.78%	$ 0.91	$ 871.26		7%	
Probation Peace Officer - Management - Classic Safety	7.65%	60.90%	$ 0.87	$ 868.70	3.00%	7%	
Probation Peace Officer - Management - PEPRA Safety	7.65%	12.78%	$ 0.87	$ 868.70	3.00%	7%	
Probation Peace Officer - General - Classic Safety	7.65%	60.90%	$ 0.13	$ 863.26		7%	
Probation Peace Officer - General - PEPRA Safety	7.65%	12.78%	$ 0.13	$ 863.26		7%	
Board of Supervisors	7.65%	42.25%		$ 1,479.48			
County Administrative Officer	7.65%	42.25%		$ 2,048.26		7%	
Department Head	7.65%	42.25%		$ 1,141.26		7%	

EE Name	EE ID	Position Title & Vacancy Type Funded Vacancy (FV), Non-Funded Vacancy (NFV), New Allocation (NA)	Salary Range	Salary Step	FTE	Hours	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010 Regular Salary	# 1100 FICA	# 1200 County PERS	# 1210 LIUNA	# 1300 Benefits	# 1300 Deferred Comp	# 1400 UI	Total
																	$ -
	02484	Code Compliance	G219	B	1.00	173.33	4,850.72		1	4,851	371	2,049.43	23	863		41	$ 8,157
	02484	Code Compliance	G219	C	1.00	173.33	5,093.25		1	5,093	390	2,151.90	23	863		41	$ 8,521

BUILDING AND DEVELOPMENT SERVICES
PLANNING / CANNABIS
Staffing Organization Chart



06/03/2021

TRINITY COUNTY
Item Report 2.14

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Human Resources	Letty Garza	(530) 623-1325

Above A Step: Division Director - Cannabis Division

Requested Action:

Pursuant to Trinity County Code Section 2.60.410 authorize hiring Candidate No. 49611075 as a Division Director at Range M255 Step B in the Building & Planning Department - Cannabis Division, effective January 1, 2023.

Fiscal Impact:

Approximate cost in salary and benefits per month for a Division Director at A step is $11,082 and at B step is $11,580.

Summary:

The Building & Planning Department - Cannabis Division ran a recruitment to fill the vacancy of the Division Director. The department is requesting the Board approve offering above A step to B step. This salary range and step would be commensurate with the employee's training and experience. The applicant has been the acting Division Director in the Cannabis Division since September 08, 2022. This applicant has vast experience in the Cannabis Industry up to and including executive management level writing policies, implementing budget strategies, and supervising up to 40 employees at one point of their previous career. The applicant has a history of success in the industry and this has shown through in their interactions with staff as well as the programs applicants. Their specific, personal actions have made the difference in getting the Cannabis Division moving forward in approving cannabis licenses, while restoring a measure if faith in the county to get the entire program back on track.

Alternatives Including Financial Implications:

Do not approve and direct staff.

Departmental Recommendation:

It is staff's recommendation that the Board authorize hiring Candidate No. 49611075 as a Division Director at Range M255 Step B in the Building & Planning Department - Cannabis Division, effective January 01, 2023.

ATTACHMENTS:

Description

County Code 2.60.410

Organizational Chart
Salary and Benefits Worksheet

2.60.410 - Appointments.

A. Advance steps for new hires and voluntary reappointments to permanent full-time and permanent part-time positions may be requested under the following provisions and conditions:

1. There is a demonstrated inability to recruit applicants at the entry level step as certified by the personnel officer.
2. Prior to the appointment of a new employee to a class or of a present employee seeking a voluntary reappointment, the department head shall make a written request to the personnel officer to establish compensation at a rate of Step B through E in the range assigned to the class when a candidate has training and/or experience beyond the minimum qualifications which is of the same type and level as that involved in the full and satisfactory performance in the class to which the candidate is being appointed. Such request shall follow prescribed procedures and provide sufficient documentation to enable the personnel officer to determine the eligibility for advanced steps.
3. This information shall be presented to the board of supervisors by the personnel officer, and when appropriate, the respective department head or a representative of the department shall be present. The board of supervisors, by majority vote, shall authorize appointment at a level above the entrance step of the appropriate range.

B. Upon reinstatement of a previous permanent employee separated due to a reduction in force, or otherwise terminated in good standing, the compensation rate may be established at any step in the range for the class, upon approval of the personnel officer, provided that it shall not exceed the step occupied at the time of leaving county service and the class specifications for the classification have not changed. In cases involving reinstated employees separated due to a reduction in force, reinstatement shall be at the same step occupied at the time of leaving county service and the anniversary date of the employee shall remain the same less the period of time while on layoff.

C. Upon request of the department head, an extra help employee may be hired above Step A of the appropriate range, if such employee has had prior service in a permanent position in the same classification within the same department or if the individual is currently employed in a permanent position in the same classification

in another county department. Such requests shall be made in writing to the personnel officer who will approve, disapprove, or modify the request based on the individual's training and/or experience and the needs of the county.

D. The compensation for an employee receiving a promotional appointment to a permanent full-time or permanent part-time position shall be at the entrance step of the promoted class, or within five dollars of a five percent increase in the monthly salary, whichever is the greater. However, in no case shall the salary exceed the maximum step assigned to the promoted class.

E. Prior to promotion, a department head may request approval to establish a compensation rate for a promotional candidate at a higher step in the range than that provided in subsection D of this section of this chapter. The provisions and conditions established in subsection A of this section of this chapter shall govern such requests.

F. A new anniversary date shall be established upon the promotion date of an employee.

G. Disciplinary demotions shall be handled under the guidelines and procedures established under Article X of the the county personnel ordinance. Upon disciplinary demotion, an employee shall be assigned to any step in the lower classification range which is at least five percent less than the salary received in the previous class. The employee shall lose all seniority rights in the previous class and the time served in the previous class shall be credited to the new class for the purpose of establishing seniority lists. All disciplinary demotions require approval by the department head. The personnel officer shall insure that disciplinary demotions are handled according to proper procedures. A new anniversary date shall be established upon the effective date of demotion.

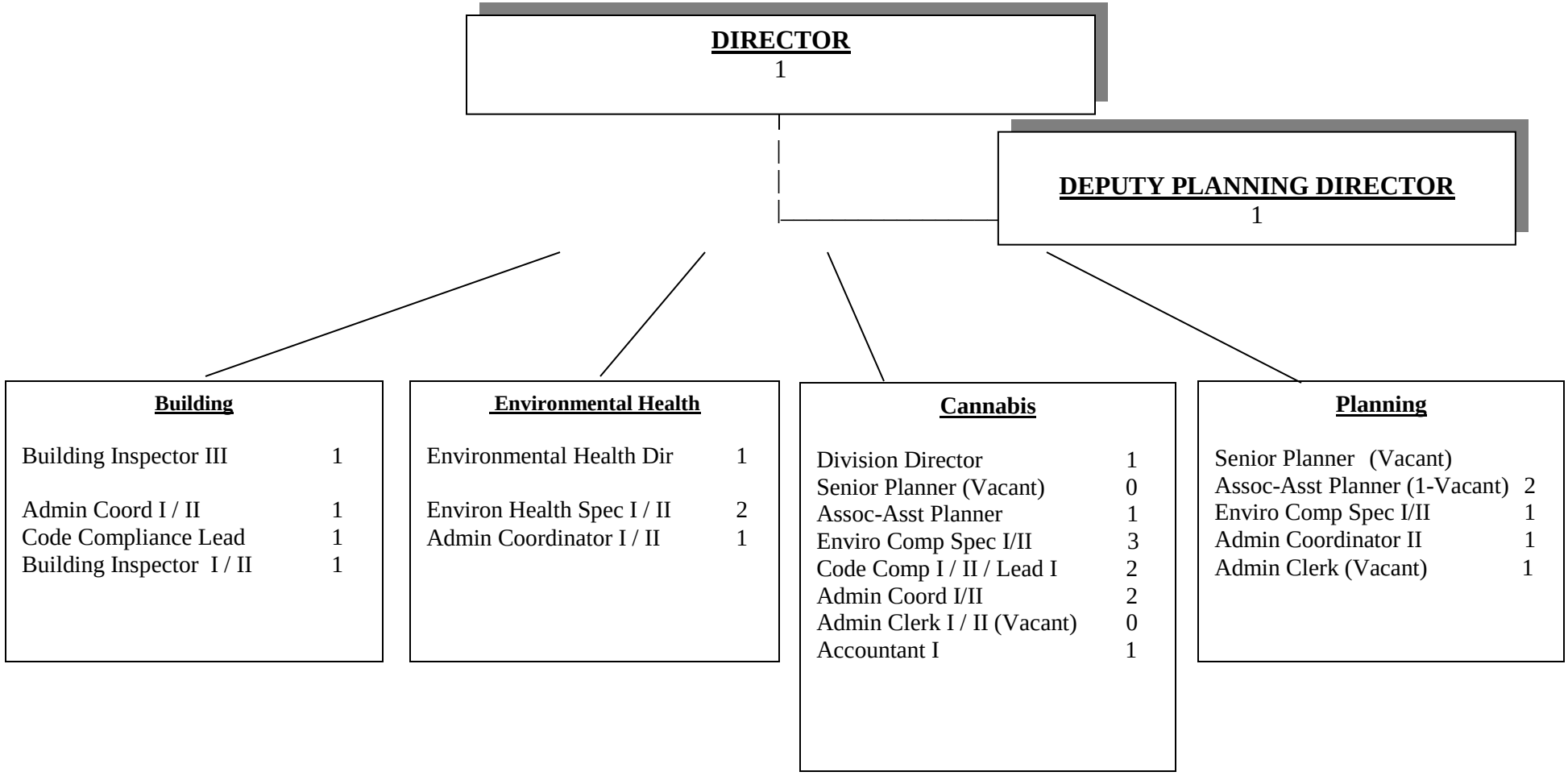
H. If an employee transfers to a different position in the same class, or to a different classification with the same salary range, no pay adjustments shall be made and the individual's anniversary date shall remain the same.

I. Upon involuntary reappointment, the employee shall continue to receive the same rate of pay if that rate corresponds with a step in the new range. If the employee's rate of pay does not correspond with a step in the range for the new class, then the employee's rate of pay shall be reduced to the nearest dollar amount in the new range. If the employee's pay, prior to the involuntary reappointment is above the maximum step in the new range, pay shall be established at the maximum step

in the new class. Under no circumstances shall an employee receive a salary increase upon an involuntary reappointment. The anniversary date of an employee shall remain the same upon an involuntary reappointment.

(Ord. 1087 §1(part), 1986)

BUILDING AND DEVELOPMENT SERVICES
PLANNING / CANNABIS
Staffing Organization Chart



06/03/2021

Payroll Rates - Refer to Budget Forecasting Sheet for Additional Information and Calculations							
General	7.65%	42.25%	$ 0.13	$ 863.26		7.00%	
Management	7.65%	42.25%	$ 1.12	$ 868.70	3.00%	7.00%	
Skilled Trades	7.65%	42.25%	$ 1.21	$ 863.26		7.00%	
Deptuy Sherffi's Association - Classic Safety	7.65%	60.90%	$ 0.91	$ 871.26		7.00%	
Deptuy Sherffi's Association - PEPRA Safety	7.65%	12.78%	$ 0.91	$ 871.26		7.00%	
Probation Peace Officer - Management - Classic Safety	7.65%	60.90%	$ 0.87	$ 868.70	3.00%	7.00%	
Probation Peace Officer - Management - PEPRA Safety	7.65%	12.78%	$ 0.87	$ 868.70	3.00%	7.00%	
Probation Peace Officer - General - Classic Safety	7.65%	60.90%	$ 0.13	$ 863.26		7.00%	
Probation Peace Officer - General - PEPRA Safety	7.65%	12.78%	$ 0.13	$ 863.26		7.00%	
Department Head	7.65%	42.25%		$ 1,141.26		7.00%	

EE ID	Salary Range	Salary Step	Position Title	FTE	Full Time Hrs/Mo	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010 Regular Salary	# 1100 FICA	# 1200 County PERS	# 1210 LIUNA	# 1300 Benefits	# 1300 Deferred Comp	# 1400 UI	Total
	M255	A	Division Director	1.00	173.33	6,525.77		1	6,526	499	2,757.14	194	869	196	41	$ 11,082
																$ -
	M255	B	Division Director	1.00	173.33	6,852.04		1	6,852	524	2,894.99	194	869	206	41	$ 11,580

TRINITY COUNTY
Item Report 2.15

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Human Resources	Letty Garza	530-623-1382

Amendment 3: Marilyn Wooley (16-211A)

Requested Action:

Approve amendment number 3 to the agreement with Marilyn Wooley, PH.D., changing the wording of the Section on Fees; changing the Maximum cost from $25,000 for the life of the contract to $25,000 per fiscal year; and updating the notification address to provide psychological services for pre-employment and fitness for duty evaluations.

Fiscal Impact:

Up to $25,000 per fiscal year from the department utilizing the contract.

Summary:

This contract has been in place since 2016 and has not yet met the $25,000 maximum, however, with fees increasing, we felt it would be more efficient to change the maximum cost from a flat max to a per fiscal year maximum. One of the other changes we are requesting be made is the change of the language in regards to fees charged for services. Instead of having the current fees be listed as an exhibit to the agreement, requiring an amendment each time they change, we are asking that the contractor notify the Human Resources department of any fee changes 60-days in advance. This will allow the departments needing to utilize the services of Ms. Wooley to do so more efficiently and eliminate the need for a contract amendment anytime in the near future.

The request to set the maximum cost at $25,000 per fiscal year is to ensure sufficient appropriations for any pre-employment evaluations as well as fitness for duty evaluations. The need for these types of services can fluctuate significantly from year to year, depending on the needs of the departments conducting background investigations and incident debriefs.

Denial of this agreement would cause the Sheriff's Office to be unable to pay an invoice for services they currently have, as well as preclude them, or any other department, from being able to utilize the services of Ms. Wooley.

Departmental Recommendation:

It is staff's recommendation that the board approve the amendment as presented.

ATTACHMENTS:

Description

Original Agreement and Amend 1 & 2 - Wooley

Amendment 3

AMENDMENT NO. 2
TO CONTRACT NO 16-211A BETWEEN
THE COUNTY OF TRINITY
AND
MARILYN WOOLEY, PH.D.

WHEREAS, a Contract was entered into the 20th day of December, 2017, Amended June 26, 2020 by and between the **COUNTY OF TRINITY** ("County"), and **MARILYN WOOLEY** ("Contractor"), to provide Psychological Services for pre-employment evaluations and fitness for duty evaluations.

WHEREAS, the Contract provides for a termination date of December 31, 2021; and

WHEREAS, the parties wish to:

1. Extend the Term of the Agreement by Amending Section XV. Term of Agreement; and
2. Amend Exhibit B; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section XV. Term of Agreement is amended by replacing "shall terminate on December 31, 2021, with "shall auto-renew each year."

2. Exhibit B is amended by replacing "Contractor shall be paid for services at a rate of $325.00 for a full pre-employment evaluation" with "Contractor shall be paid for services at a rate of $350.00 for a full pre-employment evaluation".

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 3rd day of March, 2022

COUNTY OF TRINITY:

By _____
Richard Kuhns, Psy.D
County Administrative Officer

Date: 03/03/2022

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By _____
Name: Marilyn J. Wooley PhD
Title.: Psychologist

Date: 3/March 2022

Risk Management Approval

By: _____
Shelly Nelson, Director
Human Resources/Risk Management

CONTRACT NUMBER 16-211A.1 | HR

COUNTY ORIGINAL

AMENDMENT NO. 1
TO CONTRACT NO. 16-211A BETWEEN
THE COUNTY OF TRINITY
AND
MARILYN WOOLEY, PH.D.

WHEREAS, an agreement was entered into the 20th day of December, 2017 by and between the COUNTY OF TRINITY, and MARILYN WOOLEY, PH.D. to provide Psychological Services for pre-employment evaluations and fitness for duty evaluations; and

WHEREAS, the agreement provides for a termination date of December 31, 2019; and

WHEREAS, the parties wish to:

1. Extend the Term of the Agreement by amending Section XV. Term of Agreement; and

2. Amend Exhibit B; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section XV. Term of Agreement is amended by replacing "shall terminate on December 31, 2019", with "shall terminate on December 31, 2021."

2. Exhibit B is amended by replacing "Contractor shall be paid for services at a rate of $300.00 for a full pre-employment evaluation" with "Contractor shall be paid for services at a rate of $325.00 for a full pre-employment evaluation".

In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 26th day of June, 2020.

COUNTY OF TRINITY:

By _____
Richard Kuhns, Psy.D
County Administrative Officer

Date: 6-26-20

CONTRACTOR:

By _____
Name: Marilyn J. Wooley PhD
Title.: Psychologist

Date: 17 June 2020

Approved as to form:

_____
MARGARET E LAING
County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Shelly Nelson
Human Resources/Risk Management Director

(WOOLEY, MARILYN)
(16-211a.1)

CONTRACT NUMBER
16-211A | PERS
COUNTY ORIGINAL

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
(Contractor)

THIS AGREEMENT is made and entered into this 20th day December (Month)____, 2017 by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Marilyn Wooley Ph.D. hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:
Psychological Services under a Master Agreement for pre-employment evaluations, fitness for duty evaluations; and

WHEREAS, Contractor warrants that he/she is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit “A”.

B. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $25,000 including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall contain the initials of the client(s) served, the date(s) services were provided and the amount of time spent with each client, and all reimbursable expenses incurred. With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

1. The Contractor shall maintain a commercial general liability insurance policy on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The Certificate Holder and Additional Insured should read as follows:

   Trinity County
   P O Box 1613
   Weaverville, CA 96093

2. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of $300,000 per accident for bodily injury and property damage

3. The Contractor shall be required to carry professional and malpractice coverage in the amount of $1,000,000 per occurrence or claim, $2,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

IX. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

X. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XIV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XV. TERM OF AGREEMENT: This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2019

XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

Any psychological evaluations for fitness for duty shall be kept confidential by Contractor, and not disclosed to either the County or the employee. Contractor shall provide the County Personnel Department only his/her conclusions and recommendations regarding fitness for duty. The results of all pre-employment evaluations shall be deliver to the Trinity County Personnel Office.

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVIII. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act. Contractor

shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit C, which is hereby incorporated by reference.

XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

County Administration & Personnel
P.O. Box 1613
Weaverville, CA 96093

Notices shall be given to Contractor at the following address:

Marilyn Wooley Ph.D.
2469 Old Eureka Way
Redding, CA 96001

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By: _____
L. Karl Fisher, Chairman
Board of Supervisors

CONTRACTOR:

By: Marilyn J. Wooley Ph.D
Name: Marilyn J. Wooley, Ph.D
Telephone: 530 244 9977

Approved as to Form:

By: _____
Angela Bickle, Auditor/Controller

Date: 12/5/16

By: attached

Date: _____

shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit C, which is hereby incorporated by reference.

XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

County Administration & Personnel
P.O. Box 1613
Weaverville, CA 96093

Notices shall be given to Contractor at the following address:

Marilyn Wooley Ph.D.
2469 Old Eureka Way
Redding, CA 96001

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By: _____
L. Karl Fisher, Chairman
Board of Supervisors

CONTRACTOR:

By: Marilyn J. Wooley PhD
Name: Marilyn J. Wooley PhD
Telephone: 530 244 9977

Approved as to Form:

By: _____ Date: _____
Angela Bickle, Auditor/Controller

By: _____ Date: 12/5/16

Shelly Pourian,
Risk & Loss Prevention Manager

By: _____ Date: 12-7-16
Margaret Long, County Counsel

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

This is a Master Agreement for psychological evaluations and related services for all departments with Trinity County.

1. For individuals referred by Trinity County for pre-employment evaluations, Contractor shall:

Conduct a clinical interview, lasting approximately 90 minutes. This interview shall, at a minimum, cover the individual's social history, historical and immediate family history, educational and occupational history, career motivation, levels of emotional functioning and problematic behavioral history.

Administer the Comprehension and Similarities subtests from the Verbal part of the Wechsler Adult Intelligence Scale, in order to assess general reasoning and logical thinking, conceptual and abstractive thinking and overall critical thinking abilities.

Administer the Minnesota Multiphasic Personality Inventory-2 and the 16 PF personality test in order to obtain profiles related to specific and general levels of personality functioning, problem solving style and propensity toward exhibiting psychopathology.

Provide psychological certification form to background and investigation with three days of evaluation.

Provide detailed written reports to the Background Investigator or Trinity County Personnel Department within two weeks of evaluation.

Upon request, conduct update evaluations needed to meet POST requirements. Such evaluations shall include a 50 to 60 minute long interview and administration of the Minnesota Multiphasic Personality Inventory.

2. For individuals referred by the Department of Health and Human Services, other County departments or the Court, Contractor shall perform such services as requested.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Contractor shall be paid for services at a rate of $300.00 for a full pre-employment evaluation and $200.00 for an update employment evaluation.

Contractor shall be paid for all other services at the rate of $200.00 per hour for full psychological evaluations.

Contractor shall be paid $150.00 for no shows.

EXHIBIT "C"

HEALTH INSURANCE PORTABILITY

AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.

b. Covered Entity. "Covered Entity" shall mean the County of Trinity.

c. Designated Record Set. "Designated Record Set" shall mean:

(1) A group of records maintained by or for a covered entity that is:

a. The medical records and billing records about individuals maintained by or for a covered health care provider;

b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

a. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement

d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement of which it becomes aware.

e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of

disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.

j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.

n. Business Associate shall makes its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

    b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

    c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

    a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the

possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.

(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.

(b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.

(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

AMENDMENT NO. 3
TO
CONTRACT 16-211A
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 3)
BETWEEN
THE COUNTY OF TRINITY
AND
MARILYN WOOLEY, PH.D.

WHEREAS, a Contract was entered into the 20th day of December, 2017, Amended June 26, 2020 and again March 3, 2022 by and between the COUNTY OF TRINITY ("County"), and **MARILYN WOOLEY, PH.D** ("Contractor"), to provide Psychological Services for pre-employment evaluations and fitness for duty evaluations; and

WHEREAS, the parties wish to:

1. Revise Section IV - FEES; and

2. Change Section V – MAXIMUM COST TO COUNTY; and

3. Modify Section VII – INSURANCE, the Additional Insured address; and

4. Correct Section XXVI – NOTICES the name and location notices will be sent.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section IV. FEES is revised to read, "The fees for furnishing services under this contract shall be based on the contractors current rate schedule as provided to the Sheriff's Office and Human Resources. The County shall be notified through both the Sheriff's Office and Human Resources of any fee increases no less than 60 days prior to the effective date of the increase."

2. Section V. MAXIMUM COST TO COUNTY is revised to read "Notwithstanding any other provision of this contract, in no event will the cost to the County for services to be provided herein exceed $25,000 per fiscal year."

3. Section VII. INSURANCE is amended to; “The certification holder and Additional Insured should read as follows:

Trinity County
P O Box 1347
Weaverville, CA 96093

4. Section XXVI NOTICES is amended to have address read as follows;

Trinity County Personnel
P O Box 1347
Weaverville, CA 96093

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on the 18th of January, 2023.

COUNTY OF TRINITY:	**CONTRACTOR**:
By _____	By _____
Jill Cox, Chairman	Name: _____
Trinity County Board of Supervisors	Title.: _____
Date: _____	Date: _____
Approved as to form:	Risk Management Approval
By: _____	By: _____
Margaret E. Long	Letty Garza, Interim Director
County Counsel	Human Resources/Risk Management

TRINITY COUNTY
Item Report 2.16

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Probation/Collections	Letty Garza	530 623-1382

Job Descriptions: Revised Deputy Probation Officer I/II/III

Requested Action:

Adopt revised job descriptions for Deputy Probation Officer I,II, and III.

Fiscal Impact:

No fiscal impact.

Discussion:

It was discovered that the job descriptions in use for these positions were out of date and had not been board approved when implemented. There was a need to revise the job descriptions to formally address the requirements for hiring and promotion to ensure continuity going forward.

Alternatives Including Financial Implications:

Deny the adoption of the Job Descriptions and advise staff.

Departmental Recommendation:

It is staff's recommendation that you approve these Job Descriptions.

ATTACHMENTS:

Description

Job Description DPO I/II

Job Description-DPO III

JANUARY 2023
FLSA: NON-EXEMPT

DEPUTY PROBATION OFFICER I/II

DEFINITION

Under immediate (Deputy Probation Officer I) or general (Deputy Probation Officer II) supervision, performs a wide variety of probation officer duties; conducts investigations; prepares reports and recommendations to the court related to sentencing of adult offenders and disposition of juvenile offenders; supervises a caseload of adult and/or juvenile offenders; provides counseling and guidance while enforcing the conditions of supervision; assists in coordinating programs; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate (Deputy Probation Officer I) or general (Deputy Probation Officer II) supervision from higher level management and supervisory staff. Exercises no supervision over staff.

CLASS CHARACTERISTICS

Deputy Probation Officer I: This is the entry-level class in the Deputy Probation Officer series. Incumbents initially are given detailed supervision in learning the techniques of investigation, case management, and/or program work. Positions at this level usually perform most of the duties required of the positions at the Deputy Probation Officer II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is gained, assignments become more varied and are performed with greater independence.

Deputy Probation Officer II: This is the journey level class in the Deputy Probation Officer series responsible for performing the full range of assigned investigation and case management duties. Positions at this level are expected to work independently, and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Deputy Probation Officer III in that the latter is responsible for technical and functional direction of lower-level probation officers and staff, and/or for managing the more complex or highly sensitive cases.

Positions in the Deputy Probation Officer class series are flexibly staffed and positions at the Deputy Probation Officer II level are normally filled by advancement from the Deputy Probation Officer I level; progression to the Deputy Probation Officer II level is subject to (I) the incumbent meeting the minimum qualifications for the classification including any required certifications; (ii) satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class, and (iv) management approval for progression to the Deputy Probation Officer II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)
Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Deputy Probation Officer I level may perform some of these duties in a learning capacity.

- Performs case management services while ensuring adherence to conditions of supervision; facilitates rehabilitation by supervising, counseling, and monitoring adult and juvenile offenders under supervision; provides assessment referrals to appropriate programs for adults and juveniles; facilitates out-of-home placement/reunification services for juvenile offenders placed in out-of-home care; acts as a liaison between supervised people and their, families, and other individuals.
- Conducts investigations and field searches using accepted data collection methods to establish facts and draw valid conclusions; analyzes data including, but not limited to medical, social history, legal, and financial reports, as well as other documents.
- Prepares various court and case reports; provides court with a sentencing recommendation; prepares orders granting supervision.
- Interviews defendants, families, and other individuals to identify and evaluate various problems, to determine how each case is to be treated, to evaluate candidacy for supervision, custody, and guardianship, and to assess progress of each case; develops and implements case plans based on individual's history and issues.
- Reviews, interprets, and applies a variety of laws and codes in developing recommendations for courts on appropriate case disposition and sentencing.
- Completes and files adult and juvenile violations of supervision.
- Makes presentations and/or testifies in court and other hearings regarding sentencing recommendations, supervision violations and termination, case disposition, and case related issues.
- Requests evaluations, refers, coordinates, and monitors participation in mental health, medical, substance abuse, community service, and related treatment and rehabilitation programs.
- Intervenes in crisis situations, counsels individuals and families, and makes referrals.
- Works closely with schools, treatment providers, community agencies, law enforcement, District Attorney and staff, client attorneys, other legal representation, and others during the course of supervision.
- Prepares and maintains a variety of reports, files, legal documents, correspondence, and records.
- Responds and triages after-hour emergencies involving adult and juvenile offenders.
- Transports detained juvenile offenders to the juvenile detention center and court hearings.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

Positions at the Deputy Probation Officer I level may exercise some of the knowledge and skill statements in a learning capacity.

- Functions, policies and procedures of the Probation Department and social service, legal and law enforcement departments.
- Authorities vested within the Probation Department.
- Principles and techniques of interviewing and investigation.
- Basic principles of applied psychology and/or sociology.
- Principles and practices of adult and juvenile probation work, including casework objectives and methods.
- General community resources necessary to assist in crime and delinquency control.
- Principles and practices of case planning and management including intervention and diversion programs and therapies.
- Methods and techniques of observing physical manifestation of chemical dependency.
- Court procedures and operations including rules of evidence.
- Arrest search and seizure laws and procedures.
- Methods and techniques of preserving evidence.
- Safety practices and equipment related to the work.
- Federal, state, and local laws, ordinances, and policies applicable to adult and juvenile custody and supervision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

Positions at the Deputy Probation Officer I level may exercise some of the ability statements in a learning capacity.

- Supervise and monitor an adult and/or juvenile caseload, ensuring the enforcement of terms of supervision.
- Conduct investigations and evaluations of juvenile and adult actions.
- Learn, interpret, apply, and explain complex laws, codes, regulations, and ordinances.
- Develop and implement effective case management strategies.
- Plan and make effective presentations to authoritative groups such as courts.
- Analyze case-related documents and make appropriate deductions and recommendations.
- Prepare comprehensive probation related reports and recommendations.
- Testify in court.
- Make quick, sound, and independent decisions based on facts.
- Prepare clear, concise and accurate administrative and technical reports, records, and other correspondence and documents.
- Organize own work, set priorities, and meet critical time deadlines.

- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Deputy Probation Officer I/II: Equivalent to graduation from a four (4)-year college or university with major coursework in psychology, sociology, criminal justice, or a related field.

Deputy Probation Officer I: Graduation from a four (4)-year college or university with a Bachelor's Degree or equivalent number of units (120 semester or 180 quarter units) with major coursework in psychology, sociology, criminal justice, or a related field preferred and/or one (1) year of professional probation or related social or behavioral case management work or other law enforcement experience.

Deputy Probation Officer II: Graduation from a four (4)-year college or university with a Bachelor's Degree or equivalent number of units (120 semester or 180 quarter units) with major coursework in psychology, sociology, criminal justice, or a related field preferred, and one year of professional probation experience equivalent to a Deputy Probation Officer I.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record.

Deputy Probation Officer I:
- Completion of PC 832 training within one year of appointment to the position.
- Completion of STC 200 Core Course within one year of appointment to the position.

Deputy Probation Officer II:
- Possession of a PC 832 certification.
- Completion of STC 200 Core Course.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to transport supervised people and visit various County and meeting sites; maintain Board of State and Community Corrections Standards and Training for Corrections requirements physical ability, including mobility, physical strength, and stamina to respond to emergency situations and to perform assigned duties; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone or radio. The job involves fieldwork requiring frequent walking and standing. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator. Positions in this classification frequently bend,

stoop, kneel, reach, and climb to perform work. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds as necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees work indoors and outdoors potentially at any hour of the day or night, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and hazardous physical substances. Employees may interact with upset staff and/or public or private representatives in interpreting and enforcing the law and departmental policies and procedures. The duties of this class are performed in an environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

WORKING CONDITIONS

Must be willing to work emergencies and on nights, weekends, and holidays. Must meet physical standards established at pre-employment, by the Board of State and Community Corrections Standards and Training for Corrections as well as ongoing peace officer requirements.

JANUARY 2023
FLSA: NON-EXEMPT

DEPUTY PROBATION OFFICER III

DEFINITION

Under direction, leads, oversees, and participates in the more complex and difficult investigations, cases, and report preparation; serves as a mentor/training officer and largely acts as Supervising Deputy Probation Officer in supervisor's absence without full supervisory responsibilities or authority; coordinates assigned programs; reviews and evaluates program services and makes recommendations for improvements provides counseling and guidance while enforcing the conditions of supervision; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Supervising Deputy Probation Officer. May exercise lead supervision over assigned staff.

CLASS CHARACTERISTICS

This is the advanced journey-level in the Deputy Probation Officer class series responsible for managing the more complex and/or highly sensitive cases and investigations. Incumbents may provide technical and functional direction to assigned staff on an on-going, day-to-day basis. The work involves problem solving of unique issues or increasingly complex problems without precedent and/or structure. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to deliver services. Work is typically reviewed upon completion for soundness, appropriateness and conformity to policy and requirements. This class is distinguished from the Supervising Deputy Probation Officer in that the latter is responsible for planning, directing, managing, organizing the staff, operations and activities of the Probation Department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, directs, assigns and oversees the work of assigned probation staff; ensures assigned staff perform duties in an effective manner, consistent with department expectations.
- Plans, schedules, prioritizes, and assigns cases, investigations, reports, and related work in consultation with the Assistant Chief Probation Officer; communicates status of operations to appropriate personnel, working cooperatively to schedule assignments in accordance with established and special operational priorities; instructs staff in work procedures.
- Inspects and evaluates work in progress and upon completion to assure that cases, investigations, reports, and program activities are performed in accordance with County standards and legal requirements.

- Prepares complex court and case reports; reviews reports written by other Deputy Probation Officers to ensure accuracy and compliance with court orders and state correctional agency requirements.
- Serves as a mentor/trainer including training Deputy Probation Officers on proper and safe operations, as well as departmental policies and procedures.
- Coordinates assigned programs; reviews and evaluates program services and makes recommendations for improvements.
- Manages the most complex and/or highly sensitive cases; reviews case histories and recommendations on adult and juvenile cases; advises Deputy Probation Officers on difficult or unusual cases.
- Interviews defendants, families, and other individuals to identify and evaluate various problems, to determine how each case is to be treated, to evaluate candidacy for supervision, custody, and guardianship, and to assess progress of each case; develops and implements case plans based on individual's history and issues.
- Conducts the more difficult, unusual, or sensitive investigations and recommends appropriate course of action to the courts.
- Works collaboratively with partnering County agencies and programs, schools, treatment providers, community agencies, law enforcement, District Attorney and staff, client attorneys, other legal representation, and others during the course of client supervision.
- Reviews, interprets, and applies a variety of laws and codes in developing recommendations for courts on appropriate case disposition and sentencing.
- Completes and files adult and juvenile violations of supervision.
- Makes presentations and/or testifies in court and other hearings regarding sentencing recommendations, supervision violations and termination, case disposition, and case related issues.
- Requests evaluations, refers, coordinates, and monitors participation in mental health, medical, substance abuse, community service, and related treatment and rehabilitation programs.
- Intervenes in crisis situations, counsels individuals and families, and makes referrals.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Functions, policies and procedures of the Probation Department and social service, legal and other law enforcement departments.
- Authorities vested within the Probation Department.
- Principles of lead supervision and training.
- Principles and techniques of interviewing and investigation.
- Basic principles of applied psychology and/or sociology.
- Principles and practices of adult and juvenile probation work, including casework objectives and methods.
- Federal, state, and local laws, ordinances, and policies applicable to adult and juvenile custody and supervision.
- General community resources necessary to assist in crime and delinquency control.
- Principles and practices of case planning and management including intervention and diversion programs and therapies.
- Methods and techniques of observing physical manifestation of chemical dependency.
- Court procedures and operations including rules of evidence.
- Case planning and management including intervention and diversion programs and therapies.

- Safety practices and equipment related to the work.
- Arrest search and seizure laws and procedures.
- Methods and techniques of preserving evidence
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Plan, schedule, assign, and oversee activities of assigned probation personnel.
- Inspect the work of others and maintain established quality control standards.
- Train others in proper and safe work procedures.
- Supervise and monitor an adult and/or juvenile caseload, ensuring the enforcement of terms of supervision.
- Conduct investigations and evaluations of juvenile and adult actions.
- Interpret, apply, and explain complex laws, codes, regulations, and ordinances.
- Develop and implement effective case management strategies.
- Plan and make effective presentations to authoritative groups such as courts; testify in court.
- Analyze case-related documents and make appropriate deductions and recommendations.
- Prepare comprehensive probation related reports and recommendations.
- Make quick, sound, and independent decisions based on facts.
- Prepare clear, concise and accurate administrative and technical reports, records, and other correspondence and documents.
- Prepare clear, concise and accurate administrative and technical reports, records, and other correspondence and documents.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Graduation from a four (4)-year college or university with a Bachelor's Degree or equivalent number of units is required (120 semester or 180 quarter units). The major coursework being in psychology, sociology, criminal justice, or a related field is preferred, and a minimum of two (2) years of probation experience at a level equivalent to the County's Deputy Probation Officer II.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record.
- Possession of a PC 832 certification.

- Completion of STC 200 Core Course.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to transport supervised people and visit various County and meeting sites; maintain Board of State and Community Corrections Standards and Training for Corrections requirements physical ability, including mobility, physical strength, and stamina to respond to emergency situations and to perform assigned duties; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone or radio. The job involves fieldwork requiring frequent walking and standing. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator. Positions in this classification frequently bend, stoop, kneel, reach, and climb to perform work. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds as necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees work indoors and outdoors potentially at any hour of the day or night, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and hazardous physical substances. Employees may interact with upset staff and/or public or private representatives in interpreting and enforcing the law and departmental policies and procedures. The duties of this class are performed in an environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

WORKING CONDITIONS

Must be willing to work emergencies and on nights, weekends, and holidays. Must meet physical standards established at pre-employment, by the Board of State and Community Corrections Standards and Training for Corrections as well as ongoing peace officer requirements.

TRINITY COUNTY
Item Report 3.1

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Board of Supervisors - District 2	Ric Leutwyler	530-623-1217

Strategic Plan Implementation

Requested Action:

Present a Strategic Plan implementation process update.

Fiscal Impact:

No fiscal impact.

Summary:

The contracted consultant led staff in development of the plan and provided a recommended implementation process, which was approved by the Board in the fall of 2022. Due to limited capacity of the Interim CAO, additional support is needed to begin implementation of the Strategic Plan. The requested ad hoc committee will work along side CAO-designated department heads to implement the process and will bring regular updates to the Board regarding progress and key decision points.

Alternatives Including Financial Implications:

1. Move the strategic plan forward as described.

2. Do nothing and wait until the new CAO is onboarded and allow him to pick up this process at whatever time he is able.

ATTACHMENTS:

Description

TC Strategic Initiatives
Strategic Plan Update
BOS update

Trinity County Strategic Plan

Public Health, Behavioral Health, Social Services

MILESTONES 2022-2025

By 2025 . . . Services to address issues related to whole person care (while considering social determinants of health) are more equitably and widely promoted and accessible to those in need.

DELIVERABLES 2022-2023

1. Investigate available resources and partnerships to support County efforts, including preventative work to address social determinants of health with vulnerable populations and in all parts of the County.
2. Target younger populations with full health education (opioid use, obesity, mental health, etc.).
3. Benchmark County services in this area with similar counties nationwide and set tangible goals for improvement.

Communication Infrastructure

MILESTONES 2022-2025

By 2025 . . . Reliable broadband services with adequate redundancy are available to all citizens in the County.

DELIVERABLES 2022-2023

1. **Conduct an initial public meeting with all stakeholders regarding the development and implementation of broadband in the County to get a clear understanding of the status of efforts underway and to discuss current and desired parameters for the power grid.

Public Safety and Code Enforcement

MILESTONES 2022-2025

By 2025 Accessibility and sustainability of essential emergency services (ambulance, fire, police) and rehabilitative services has increased.

 Sheriff's Department code enforcement has increased, is more pro-active and has successfully targeted and substantially eliminated or transitioned illegal cannabis operations, among other violations.

DELIVERABLES 2022-2023

1. **Develop a strategy and process to achieve sufficient levels of code enforcement (including and beyond cannabis).
2. Develop a strategy to provide access to prompt 911 services in outlying areas.
3. Investigate opportunities to support rehabilitative jail programs and services (e.g., community health worker)

State/Federal - County Relations

MILESTONES 2022-2025

By 2025 . . . Trinity County has greater presence and influence at the State and Federal levels to secure increased funding and shape reasonable policy that is sensitive to the needs of a rural county.

DELIVERABLES 2022-2023

1. Develop a process to set goals, priorities and consistent messaging regarding issues the County would like to raise through membership organizations such as NACO and RCRC and through appointments or participation in other groups.
2. Develop a coordinated advocacy strategy at the State and Federal levels that leverages BOS involvement and County staff expertise to address County needs and issues.
3. Be more strategic in appointments to outside organizations to maximize time BOS members have to build relationships while they are in office.

Community Engagement

MILESTONES 2022-2025

By 2025 . . .Outreach is conducted at regular intervals with key sectors of the community (e.g., downtown business owners) to both share information and raise understanding, as well as to solicit input that can inform decision-making.

DELIVERABLES 2022-2023

1. **Develop a public outreach strategy to regularly share County accomplishments and challenges, facilitate dialog and raise awareness, understanding and a strong sense of community within the County.

Tourism and Hospitality

MILESTONES 2022-2025

By 2025 . . .A cohesive, coordinated and adequately funded strategy is in place to market Trinity County as a premier destination.

DELIVERABLES 2022-2023

1. **Capture additional revenue from Airbnb and VRBO property registrations.
2. Place passage of the TOT on the ballot.
3. Oversee spending of TOT dollars to promote Trinity County more effectively as a destination.
4. Consider ways to support a vibrant downtown area through improved parking, signage and the elimination of blight.

Housing Affordability and Inventory

MILESTONES 2022-2025

By 2025 . . .Barriers to the development of housing that will meet the growing needs
of the community have been evaluated and mitigated where feasible.

DELIVERABLES 2022-2023

1. *Continue work to update the General Plan.
2. Re-establish a Sub-division Committee that can assemble appropriate parties to bring a housing project to fruition.
3. Further investigate appropriate parcels for an affordable housing development.
4. Continue work toward development of Class K housing (pending decision by Board of Supervisors).

Legal Cannabis Industry

MILESTONES 2022-2025

By 2025 . . .Legal cannabis is a fully functioning and compliant industry that reflects and supports the heritage and lifestyle of the County.

DELIVERABLES 2022-2023

1. *Continue to make progress issuing CEQA compliant annual permits.
2. Keep the public informed and seek input regarding a fully functioning legal cannabis industry program, including regulations with a view toward safety and effective risk management.
3. Stay current on available sources of funding/grants from the State related to cannabis.

Small Business Development

MILESTONES 2022-2025

By 2025 . . .Working with community partners, Trinity County has assessed opportunities for small business development and provides targeted programs and resources to stimulate growth.

DELIVERABLES 2022-2023

1. *Form a County economic development team to investigate opportunities that leverage County assets and to recommend priorities. Determine the cost of including a feasibility study as part of the General Plan.
2. Consider the development of vocational education to build a skilled workforce.

Nat

Management of Natural Resources

MILESTONES 2022-2025

By 2025 . . .Through multi-agency support and coordination, Trinity County has greater influence and local control over the use and management of its natural resources, including forests and water.

DELIVERABLES 2022-2023

1. **Support the creation of a Natural Resources Department, building on the current position in the Planning Department that is working closely with the fire service to build these relationships.
2. *Discuss the USFS Good Neighbor Authority and the impact of communication with the Forest Supervisor on forest management policy and priority in Washington.
3. Develop a coordinated, cohesive BOS strategy to set clear goals for Trinity County influence over its natural resources and determine possible sources of funding.
4. Clarify for the public the County's authority and limitations regarding its natural resources.
5. Fund and assess work with Community Choice Aggregation to provide equally affordable, carbon-free power in the County.
6. Consider hiring a third-party contractor to conduct a carbon audit; results could help attract stakeholders, grants, etc.

Co

Staff Capacity

MILESTONES 2022-2025

By 2025

- Alternative strategies for enhancing staff capacity have been explored and implemented.
- A comprehensive staff development plan is in place, including training, succession planning, effective recruiting and compensation practices.

DELIVERABLES 2022-2023

1. **Clarify roles, accountability and the process of communication and reporting between the BOS and Department heads.
2. Complete the search for a new CAO.
3. Conduct an analysis of staff structure, classifications, functions, competencies and training, and identify gaps based on the goals and priorities of the strategic plan.
4. Consider non-traditional methods to secure staff capacity, including remote or hybrid work arrangements, use of contractors, volunteer roles, etc. Offer options as needed to open up the potential pool of job applicants.
5. Explore professional development agreements with staff to encourage continued education and training with the commitment of continued service to the County.

Fiscal Capacity

MILESTONES 2022-2025

By 2025 . . .Trinity County is maximizing potential revenue from current sources or opportunities.

DELIVERABLES 2022-2023

1. **Conduct a fee study (structure, types and fee amounts).
2. **Increase Collections.
3. Continue to explore revenue to support services through non-housing grants.
4. Investigate sources of revenue, leveraging County assets.
5. Consider implementation of business licenses (could partially fund support of economic development staff).

Planning and Service Delivery

MILESTONES 2022-2025

By 2025 . . .

- Substantial progress has been made on the development of the General Plan and related zoning and community plans.
- Internal County administrative structure, systems and processes have been evaluated and adjusted to enhance productivity and deliver efficient, responsive service. (Requires progress with County staff development.)

DELIVERABLES 2022-2023

1. Develop an organizational culture of collaboration, support and contribution to shared goals and priorities.
2. Review systems and processes to identify inefficiencies and streamline (e.g., hiring practices, cross-training, online service availability).
3. Improve communication between departments to raise awareness of assets that may be available (e.g., grants) and coordination around common goals and initiatives (e.g., public outreach, advocacy).
4. Upgrade County technology, infrastructure and use of social media for increased community engagement.

-

/ - Public/Private Strategic Intiatives

Trinity County Strategic Plan	Community-Driven Initiatives
County Services	
	Youth Services - Youth Mentoring Program (RCOW & TTP) - Youth Music Program (RCOW) - International Youth Exchange (RCOW) - High Schools Scholarship (RCOW & TSF & Others) - Camp Trinity (RCOW) - Camp Royal (RCOW) - Little Libraries Program (RCOW)

	Broadband Services - 299 Corridor Fiber Project (TC)

unication, Outreach and Engagement	

Growth & Development

	Tourism - Trails & Events |Race Series (TCCG) - Trinity Triathlon (RCOW) - Downtown Weaverville Trash Cans (RCOW) - Downtown Weaverville Restrooms Initiative (RCOW) - Veterans (CD) Hall Renovation (TC & RCOW) - Connected Communities Multiuse Trails (TCCG) - Trinity Theater & Potential Multiuse Community Center (TCCG) - Community Resilience Center (TCCG)

Housing - Increase available housing supply by encouraging ADUs and Junior ADUs - Estlablish a County-wide Land Bank to get properties back into productive use - Create a County-wide Revolving Loan fund to ppol resources and spur development and redevelopment - Engage the Forest Service regarding Land Acquisition - Brownfields - get properties back into activ e use - Build resiliency, lead efforts in fireproof housing innovation - Create a Housing Ambassadors Community Outreach Program	**Housing** - Land Conservation/Land Trust (TCCG) - Downtown Weaverville Development (TCCG) - Accerlerated Land Use Inventory Project (TC & TCCG)

Revitalization & Quality of Life - Build Team Trinity - Expanded Arts and Culture - Creative Economies	**Renewable/Creative Economies** - Plastic Recycling & Creative Products (TCCG) - Makers Space (TCCG)
Workforce Development - Map existing assets and resources, identify gaps for opportunity development - Expand specialized training and education around key industries - Skill up existing population to meet current, future and remote work needs	**Workforce Development** - Technology Club (TCCG) - Vocational Education High School Program (TCCG) - Youth Mentoring Project (RCOW) - Career Shadowing Project (RCOW)

ural Resources & the Environment

	Trails System - Weaver Basin Trails Initiative (RCOW) - Weaverville Community Forest Initiative (WCF) - Trinity Headwaters Project (TCCG) - Safe Communities Shaded Fuel Breaks Project (TC & TCCG)

unty Governance and Operations

Organizations	
Abbreviation	**Full Name**
TCCG	Trinity County Community Group
RCOW	Rotary Club of Weaverville
FSC	Firesafe Council
WCF	Weaverville Community Forest
AWE	Ascend Wilderness Experience
WRTC	The Watershed Reseach & Training Center
TTA	Trinity Trail Alliance
TCRCD	Trinity County RCD
TRWC	The Trinity River Watershed Council
TTP	Trinity Together Partnership
TSF	Trinity Scholarship Foundation

Notes
The Trinity Together (Cradle to Career) Partnership, a North State together/McConnell Foundation funded local business-education partnership, focuses on youth education, including mentoring programs.
The Trinity Scholarship Foundation and other civic organizations fund high school scholarships, and should probably be recognized, and reflect the enormous community support for this effort.

Resource
Description
California Community Resilience Centers - Strategic Growth Council
Applications Open for Creative Forces Community Engagement Grants
California Arts Council
Trinity County General Plan
Trinity County Strategic Plan
Trinity County Placemaking Action Plan

s & Links

Link
https://sgc.ca.gov/programs/community-resilience-centers/
https://www.arts.gov/news/press-releases/2022/applications-open-creative-forces-community-engagement-grants
https://arts.ca.gov/news/
https://trinity2050.com
https://trinity.novusagenda.com/agendapublic/AttachmentViewer.ashx?AttachmentID=18883&ItemID=6395
http://trinitycountycaplacemaking.com/wp-content/uploads/2022/10/CA-Trinity-Co-Action-Plan_Final.pdf

Strategic Plan Update

Update & Request

- Assumptions:
  - It is important to build and maintain momentum
  - Our Interim CAO has limited availability and the new CAO starts 4.19.23

- CAO Request - Establish an Ad Hoc Committee to lead workgroup
  - Lead weekly meetings with staff workgroups
  - Lead Monthly meetings with staff workgroups
  - Provide updates to the Board each month
  - Transition to CAO and disband Ad Hoc Committee no later than June 1, 2023

Next Steps

- Establish a Strategic Plan Workgroup
- Finalize the process for completing the strategic plan
- Develop a timeline for key deliverables, progress reports, etc.
- Create subgroup teams to address each Key Result Area
- Establish plan for staff & public input and board approval

More than a Document

- Each Department will document key deliverables, success criteria, and goals
- Department Updates to Board will include strategic plan components
- Annual Budget Process will be informed by the strategic plan
- Quarterly Meetings with staff to build alignment and momentum
- Annual “State of the County” Report will include strategic plan components

Our Key Result Areas

- County Services
- Communication, Outreach and Engagement
- Growth and Development
- Natural Resources and the Environment
- County Governance and Operations

Making it Happen

- Each Key Result Area will have a designated workgroup representative
- Rotating Weekly Meetings to maintain focus and momentum
  - One Key Result Area covered each week
  - Each Key Result Area covered every five weeks
- Monthly Meetings for updates from each workgroup representative
- Monthly Board Update regarding progress and recommendations
- Annual Process to update the strategic plan for the following year(s)

An Integrate Approach

- Trinity County Strategic Plan
- Trinity County Placemaking Playbook
- Community Driven Initiatives

See Trinity County Strategic Initiatives Document

Board of Supervisors Update

Ric Leutwyler – District 1 **Date: January 17, 2022**

Out of County Travel:

- Chico, CA | Annual Economic Forecast Conference | January 12, 2023

Committee Updates:

Primary Representative Role

- **Airport Advisory Committee**
- **Psa II Area Agency On Aging Executive Board**
- **Trinity County Commission On Aging**
- **Trinity County Fire Chiefs Association**
  - Meeting held on 1.9.23
  - Work underway to make the most of funding recently authorized by the BOS.
  - Most notable issue is ongoing problems with dispatch-related communications issues. Several Volunteer Fire Departments are reporting problems with receiving/responding to dispatch alerts. The worst-hit area appears to be Down River. Sheriff Saxon is working with OES and vendors to re-establish a direct line to the top of Oregon Mountain.
  - Meetings scheduled at 6 PM on the second Monday of each month.
- **California State Association of Counties (CSAC)**
- **Northern Rural Training And Employment Consortium (NORTEC)**
- **Remote Access Network Board (RAN Board)**
- **Superior California Economic Development District (SCEDD)**

Secondary Representative Role

- **Child Abuse Prevention Council (CAPC)**
- **Local Agency Formation Commission (LAFCO)**
- **National Association Of Counties (NACO)**
- **North Coast Resource Partnership (NCIRWMP)**

Ad Hoc Committee Role

- **Cannabis Staff Financial Oversight and Support | 1/3/22 - 1/18/22**

Board of Supervisors Update

- Working with Cannabis Department, Letty Garza, Suzie Hawkins
- Reviewing budget and forecast details
- Establishing Key Assumptions that drive Cannabis Department financials
- Establishing a four-year view of Key Assumption-related trends
- Establishing a four-year view of financials – based on Key Assumption trends
- Presentation to be delivered to board during the second board meeting of February

Disaster Council

- Sat in for Chair Cox.
- Most notable item – flooding near Garrett Road in Hyampom is overflowing and damaging the road. Like Canyon Creek Rd, there are residents with only one way in and out of this area.

Initiative Updates:

- **New Supervisor Onboarding** – created an online survey that was sent (by representatives of the New Supervisor Institute) to all newly elected supervisors. Results of the survey and a proposed template for an enhanced onboarding process were shared with the Institute, all respondents, and Interim CAO - Letty Garza.

- **Strategic Plan** – working with Interim CAO - Letty Garza and Chair Cox to assist with ongoing strategic planning efforts until the new CAO is onboard and up-to-speed. A presentation regarding this matter is included in back up materials for this agenda.

- **Economic Development** – working with Letty Garza, Supervisor Cox, and a newly established Economic Development Workgroup to begin development of a cohesive public/private economic development plan.
  - Initial focus has been on initiatives that might qualify for a share of $5Million planning dollars that have been awarded to our North State Region through the CERF (Community Economic Resilience Fund) Program.
  - **Here is a link to more information about CERF - https://opr.ca.gov/economic-development/**

- **California Creative Corps –** participated (through invitation by the Trinity County Arts Council) in a "listening tour" regarding an initiative with the goal of job creation and

infrastructure development that brings the arts and creative sector into service in their community to support outreach, awareness and solutions to issues related to public health, water and energy conservation, climate mitigation, and emergency preparedness and relief. Here is a link to more information about this program - https://arts.ca.gov/grant_program/california-creative-corps/

Other Items:

- **Appointments:**
  - **Planning Commission** - Carol Fall has agreed to stay on as District 1 Planning Commissioner. Here is a link to more information regarding the Commission - https://www.trinitycounty.org/Agendas-Minutes-Staff-Reports
  - **Trinity County Fair Association Board** - Marjie Watkins has agreed to stay on as District 1 member of the Trinity County Fair Association Board. Here is a link to more information about this organization - http://www.trinitycountyfair.com/board.html
  - **Trinity County Airport Advisory Committee** – still working on this appointment. Here is a link to more information about our Airports and the Committee - https://www.trinitycounty.org/Airports
- **Training** – completed one day of in-person training and 5 hours of virtual training through the New Supervisor Institute. The next session will be in Sacramento on February 23rd and 24th

Proposed Agenda Items:

- **Appointment Confirmations**
  - Confirm continued appointment of Carol Fall (District 1) to the Trinity County Planning Commission to serve a term concurrent with that of Supervisor Leutwyler

Board of Supervisors Update

- Confirm continued appointment of Marjie Watkins (District 1) to the Trinity County Fair Association Board to serve a term concurrent with that of Supervisor Leutwyler

TRINITY COUNTY
Item Report 3.2

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
County Administrative Office	Letty Garza	530-623-1382

Discussion: American Rescue Plan Act (ARP) Funds

Requested Action:

Discuss and/or provide direction to staff regarding the potential allocation of the County's remaining American Rescue Plan (ARP) Act funds and authorize the County Administrative Officer and Auditor/Controller to sign any necessary budget adjustments to spend ARP funds as approved by the board.

Fiscal Impact:

Up to $263,422 from remaining ARP Funds.

Summary:

As part of the American Rescue Plan Act, $350 billion were allocated to state, local and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) (also referred to in this board report as ARP Funds), Trinity County was allocated $2,386,217.

Under the guidelines set by the US Department of Treasury, our ARP funds may be used for eligible costs incurred on or after March 3, 2021 and no later than December 31, 2024. The eligible expenditure categories are:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue lost due to the pandemic
- **Respond to the far-reaching public health and negative economic impacts of the pandemic**, by supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet

While there is considerable flexibility in the uses of these funds, there are some restrictions that apply. Our ARP funds cannot be used to:

- Offset a reduction in net tax revenue

- Deposits into pension funds
- Fund debt services
- Replenish financial reserves (rainy day funds)
- Satisfy settlements or judgements
- Any project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g. uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations).

Attached to this agenda item is the US Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule. This document goes into greater detail regarding the allowable uses of our ARP funds. Additional information on the Coronavirus State and Local Fiscal Recovery Funds can be found at by going to the Department of Treasury's website (https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds)

Discussion:

Since May 17, 2022 the Board has allocated the majority of our $2,386,217 for a varitey of expenditures. Below is a list of allocated expeditures and the remaining ARP Funds available for use.

Total ARP Funds Received		$ 2,386,217
ARP Funds Allocated		
New Jail Construction Shortfall	300,000	
DSA Retention Bonuses	468,278	
IT Network Infrastructure Upgrades	264,864	
Courthouse Phone System Upgrade and Cabling Project	205,000	
Staff Retention Bonuses (Non DSA)	884,653	
Total Allocated/Spent		$ 2,122,795
ARP Funds Remaining to Allocate		$ 263,422

Trinity County Resource Conservation District (RCD) has submitted a request for ARPA funds to support their non-profit revenue shortfall impacted by the Covid-19 pandemic. They have provided a report that demonstrates their shortfall of $455,481.42.

The RCD is a Special District sanctioned by the State through the Local Agency Formation Commission. Their funding source is entirely grant or fee-for-service funded. They do not receive any tax base funding from the County or State.

They are known to bring millions of dollars into the County annually to implement conservation/fuels reduction projects. The attached letter and document outlines the many benefits this agency demonstrates being strong stewards of our forests while employing up to 40 people.

Providing a level of financial support to the RCD will help them continue the seasonal projects that benefit Trinity County by protecting people, property, natural resources and the environment.

Departmental Recommendation:

Provide direction regarding the allocation of the County's Coronavirus State and Local Recovery Funds (ARP Funds) and authorize the CAO and the Auditor/Controller to sing any necessary budget adjustments and/or contracts for the approved expenditures.

ATTACHMENTS:

Description

SLFRF Final Rule Overview

Letter

RCD Impacts

RCD Revenue

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022

The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.

Contents

Introduction 4
Overview of the Program 6
Replacing Lost Public Sector Revenue 9
Responding to Public Health and Economic Impacts of COVID-19 12
Responding to the Public Health Emergency 14
Responding to Negative Economic Impacts 16
Assistance to Households 17
Assistance to Small Businesses 21
Assistance to Nonprofits 23
Aid to Impacted Industries 24
Public Sector Capacity 26
Public Safety, Public Health, and Human Services Staff 26
Government Employment and Rehiring Public Sector Staff 27
Effective Service Delivery 28
Capital Expenditures 30
Framework for Eligible Uses Beyond those Enumerated 32
Premium Pay 35
Water & Sewer Infrastructure 37
Broadband Infrastructure 39
Restrictions on Use 41
Program Administration 43

Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers $350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of $10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.

In addition, the final rule provides an expanded set of households and communities that are presumed to be "impacted" and "disproportionately impacted" by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient's pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule's flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury's website, for more information on compliance with the interim final rule and the final rule.

Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
    - Recipients may determine their revenue loss by choosing between two options:
        - A standard allowance of up to $10 million in aggregate, not to exceed their award amount, during the program;
        - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
    - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
    - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
    - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
    - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
    - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
        - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
        - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

    - Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
    - Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
  - Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
  - Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
  - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
  - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
  - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.

- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the "period of performance."

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the Coronavirus Capital Projects Fund to fund critical capital investments including broadband infrastructure; the Homeowner Assistance Fund to provide relief for our country's most vulnerable homeowners; the Emergency Rental Assistance Program to assist households that are unable to pay rent or utilities; and the State Small Business Credit Initiative to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.

Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for "government services" in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. **Recipients may elect a "standard allowance" of $10 million to spend on government services through the period of performance.**

   Under this option, which is newly offered in the final rule Treasury presumes that up to $10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services." The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF's smallest recipients.

   All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of $10 million or less. Electing the standard allowance does not increase or decrease a recipient's total allocation.

2. **Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.**

   Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

   To calculate revenue loss at each of these dates, recipients must follow a four-step process:

a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue.*

b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

$$base\ year\ revenue\ \times (1 + growth\ adjustment)^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient's average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.

SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service* traditionally provided by a government**, unless Treasury has stated otherwise**.** Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.[1]

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

[1] However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) • Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	• Types of responses can include a program, service, or capital expenditure • Response should be related and reasonably proportional to the harm • Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	• Final Rule presumes certain populations and classes are impacted and disproportionately impacted	• Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.[2] Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on "Framework for Eligible Uses Beyond Those Enumerated."

[2] For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between "beneficiaries" and "sub-recipients." Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:

  - ✓ Vaccination programs, including vaccine incentives and vaccine sites
  - ✓ Testing programs, equipment and sites
  - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
  - ✓ Public communication efforts
  - ✓ Public health data systems
  - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
  - ✓ Medical and PPE/protective supplies
  - ✓ Support for isolation or quarantine
  - ✓ Ventilation system installation and improvement
  - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
  - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
  - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
  - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
  - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
  - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
  - ✓ Public telemedicine capabilities for COVID-19 related treatment

- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
  - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
  - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
  - ✓ Emergency medical response expenses
  - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
  - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
  - ✓ Enhanced behavioral health services in schools
  - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
  - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
  - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
  - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
  - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
  - ✓ Referrals to trauma recovery services for victims of crime
  - ✓ Community violence intervention programs, including:
    - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
  - ✓ In communities experiencing increased gun violence due to the pandemic:
    - Law enforcement officers focused on advancing community policing
    - Enforcement efforts to reduce gun violence, including prosecution
    - Technology & equipment to support law enforcement response

RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted" households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs*: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools*: any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is $65,880 per year.[3] In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

[3] For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is $82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is $75,780 per year.

Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund[4]

[4] Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits[5]
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is $40,626 per year.[6] In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

[5] These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

[6] For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is $50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is $46,731 per year

Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing[7]
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities

[7] Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.

Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act[8] (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue or gross receipts
- ✓ Financial insecurity
- ✓ Increased costs
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- ✓ Technical assistance, counseling, or other services to support business planning

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

[8] 15 U.S.C. 632.

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs

Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.

Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. **Designating an impacted industry.** There are two main ways an industry can be designated as "impacted."

    1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.

    2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:

        a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,[9] or

        b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

    Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. **Providing eligible aid to the impacted industry.** Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

[9] Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.

Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. **Identify eligible public safety, public health, and human services staff.** Public safety staff include:

   - ✓ Police officers (including state police officers)
   - ✓ Sheriffs and deputy sheriffs
   - ✓ Firefighters
   - ✓ Emergency medical responders
   - ✓ Correctional and detention officers
   - ✓ Dispatchers and supervisor personnel that directly support public safety staff

   Public health staff include:

   - ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
   - ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
   - ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

   Human services staff include:

   - ✓ Employees providing or administering social services and public benefits
   - ✓ Child welfare services employees
   - ✓ Child, elder, or family care employees

2. **Assess portion of time spent on COVID-19 response for eligible staff.**

   Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

   For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

employee, or his or her operating unit or division, is "primarily dedicated" to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division's time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees' time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient's needs.

  - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.

  - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:

    a. Identify the recipient's budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
    b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
    c. Identify the recipient's budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
    d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.[10] These include:
    - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
    - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
    - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

[10] Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.

- ✓ Program evaluation and evidence resources
- ✓ Data analysis resources to gather, assess, share, and use data
- ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- ✓ Community outreach and engagement activities
- ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support

- **Addressing administrative needs, including:**
  - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
  - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

CAPITAL EXPENDITURES

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than $1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

<table>
<tr><th>If a project has total capital expenditures of</th><th>and the use is enumerated by Treasury as eligible, then</th><th>and the use is beyond those enumerated by Treasury as eligible, then</th></tr>
<tr><td>Less than $1 million</td><td>No Written Justification required</td><td>No Written Justification required</td></tr>
<tr><td>Greater than or equal to $1 million, but less than $10 million</td><td>Written Justification required but recipients are not required to submit as part of regular reporting to Treasury</td><td rowspan="2">Written Justification required and recipients must submit as part of regular reporting to Treasury</td></tr>
<tr><td>$10 million or more</td><td>Written Justification required and recipients must submit as part of regular reporting to Treasury</td></tr>
</table>

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- Construction of new correctional facilities as a response to an increase in rate of crime
- Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) • Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	• Types of responses can include a program, service, or capital expenditure • Response should be related and reasonably proportional to the harm • Response should also be reasonably designed to benefit impacted individual or class

1. **Identify a COVID-19 public health or negative economic impact on an individual or a class.** Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

    - "Impacted" entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

    - "Disproportionately impacted" entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

    The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

    Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis**, and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact**, by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
    - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
    - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
    - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries**. It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

"Reasonably proportional" refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.

Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to $13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed $25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

1. **Identify an "eligible" worker.** Eligible workers include workers "needed to maintain continuity of operations of essential critical infrastructure sectors." These sectors and occupations are eligible:

   - ✓ Health care
   - ✓ Emergency response
   - ✓ Sanitation, disinfection & cleaning
   - ✓ Maintenance
   - ✓ Grocery stores, restaurants, food production, and food delivery
   - ✓ Pharmacy
   - ✓ Biomedical research
   - ✓ Behavioral health
   - ✓ Medical testing and diagnostics
   - ✓ Home and community-based health care or assistance with activities of daily living
   - ✓ Family or child care
   - ✓ Social services
   - ✓ Public health
   - ✓ Mortuary
   - ✓ Critical clinical research, development, and testing necessary for COVID-19 response
   - ✓ State, local, or Tribal government workforce
   - ✓ Workers providing vital services to Tribes
   - ✓ Educational, school nutrition, and other work required to operate a school facility
   - ✓ Laundry
   - ✓ Elections
   - ✓ Solid waste or hazardous materials management, response, and cleanup
   - ✓ Work requiring physical interaction with patients
   - ✓ Dental care
   - ✓ Transportation and warehousing
   - ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

   Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

2. **Verify that the eligible worker performs "essential work,"** meaning work that:

   - Is not performed while teleworking from a residence; and
   - Involves either:
     a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
     b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

3. **Confirm that the premium pay "responds to" workers performing essential work during the COVID-19 public health emergency.** Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

    - Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, whichever is higher, on an annual basis; or

    - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or

    - If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker's duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.

Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the CWSRF for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the DWSRF for a full list of eligibilities.

ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be "necessary" according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A "necessary" investment in infrastructure must be:

(1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
(2) a cost-effective means for meeting that need, taking into account available alternatives, and
(3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

   - ✓ Lack of access to a reliable high-speed broadband connection
   - ✓ Lack of affordable broadband
   - ✓ Lack of reliable service

   If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

   Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.

3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

   - ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
   - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

   Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
  - Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
  - Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).

- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.

- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's Compliance and Reporting Guidance. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's Compliance and Reporting Guidance, which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

Trinity County
Resource Conservation District
Post Office Box 1450 · 30 Horseshoe Lane · Weaverville, CA 96093-1450

April 20, 2022

Trinity County Board of Supervisors
c/o Richard Kuhns, Psy.D
County Administrative Officer and Clerk of the Board
PO Box 1613
Weaverville, CA 96093

Dear Supervisors,

On behalf of the Trinity County Resource Conservation District (District), we are contacting you to request assistance for our District's unmet needs stemming from the COVID-19 pandemic, sourced from the American Rescue Plan Act's (ARPA)'s Coronavirus Local Fiscal Recovery Fund.

As you and fellow County leaders discuss priorities for the second and final tranche of the Local Fiscal Recovery Fund, we ask that you consider utilizing the authority granted to the County in ARPA to transfer a portion of those funds to address the District's ongoing COVID-19 impacts and ensure continuation of the essential countywide services we provide to our communities.

ARPA gives counties the authority to transfer Fiscal Recovery Fund monies to special purpose units of state and local government for the same eligible uses as cities and counties. Among others, these uses include:

- pandemic-related expenditures,
- revenue losses, and
- premium pay for essential workers.

The District operates with no base tax funding, but instead brings millions of dollars into Trinity County each year in the form of state and federal grants. The District employs a significant local work force which supports families and the Trinity County economy. It is the District's mission to provide many valuable services to our communities, including fuels reduction and wildfire mitigation, post-fire restoration and recovery efforts, post-landslide restoration and revegetation along highways, and ecological and watershed rehabilitation. These essential efforts protect the lives and property of our fellow residents, as well as the water, land, wildlife, and resources of our beautiful county.

To date, the District has experienced $389,598.68 in revenue losses due to the state shutdown and $172,909.73 in pandemic-related expenditures eligible under the ARPA's Section 9901, Coronavirus State and Local Fiscal Recovery Funds. Unfortunately, special districts were not directly included in Coronavirus Relief Fund allocations to state and local governments. While the 2021-2022 State Budget provided some COVID-19 relief to California's special districts, the District still has $400,952.41 in unmet needs that are eligible for the Fiscal Recovery Fund.

The District's request takes all available funding into consideration. We have no remaining avenues to request relief and are not receiving other state or federal funding for these purposes. ARPA grants definitive authority to counties to transfer Local Fiscal Recovery Fund monies to special districts to address these needs for the communities we serve.

Trinity County
Resource Conservation District
Post Office Box 1450 · 30 Horseshoe Lane · Weaverville, CA 96093-1450

We look forward to working with you and your staff on this issue, and very much appreciate your consideration. Please contact our District Manager, Kelly Sheen, at ksheen@tcrcd.net or 530-623-6004 x202 to speak further about this request to help the District continue providing essential public services to our communities.

Thank you,

Mike Rourke, Chair of the Board of Directors

Heidi Carpenter-Harris, Vice Chair of the Board

Greg Lowden, Secretary of the Board

Kent Collard, Board Member

Josh Brown, Board Member

Kelly Sheen, District Manager

Trinity County Resource Conservation District

How the District operates:

- A special district sanctioned by the State through the Local Agency Formation Commission
- Entirely grant or fee-for-service funded, no tax base funding from the County or State
- Operates as a not for profit organization
- Very difficult to build operational reserves

What the District does:

- Brings millions of dollars into the County annually to implement conservation/fuels reduction projects
- Partners with Federal, State, and local agencies to deliver services and assist in resource management practices throughout the County
- Protects the people, property, natural resources, and the environment of the County
- Assists the County of Trinity by providing vital services to its citizens through support of its various departments such as spatial data management (parcels, zoning, roads, addressing, elections, E911, etc), preparation of planning documents (Hazard Mitigation Plan, Safety Element, Housing Element, Active Transportation Plan, Community Wildfire Protection Plan, Evacuation Routes, etc), supports emergency response and recovery efforts, particularly from wildfire (CalFire and Incident Command, Office of Emergency Services, Sheriff's Department, Environmental Health, etc)
- Stewards of the Weaverville Community Forest, and facilitates the Trinity County Fire Safe Council, the Trinity River Watershed Council, and the Trinity County Collaborative Group
- Provides living wages and full benefits to the local workforce and their families (currently employs ~40 people)

Impacts of COVID on the District:

- Increased expenses due to workplace COVID regulations
- Loss of revenues due to delayed seasonal implementation of projects
- Loss of implementation time on projects that could not be completed due to lockdown
- Received no financial assistance or relief during the Pandemic. Special Districts were largely unable to receive direct COVID-related relief from Federal or State programs such as the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA). Programs such as the Paycheck Protection Program (PPP) were also not available to Special Districts as they were to small businesses, non-profit organizations, and municipalities
- Did receive some COVID relief from the State in mid-2021 to cover most of our "unexpected expenses", but none of loss of revenues
- Cash flow issues due to COVID-related impacts to partner

Trinity County Resource Conservation District

2020 COVID-Related Loss of Revenues

		FYE 06/30/2019	FYE 06/30/2020	FYE 06/30/2021
Revenues				
Grant & contract revenue	4000	1,728,115.52	1,211,806.31	2,232,634.66
Fee for service revenue	4100	12,025.00	121,086.24	47,830.56
Contributions revenue	4200	517.00	5,960.64	12,140.00
Dues revenue	4300	900.00	700.00	800.00
Registration revenue	4350	4,775.00	807.00	6,770.00
Rental income - facilities	4400	5,225.00	5,696.00	5,450.00
Rental income - equipment	4450	47.00	75.00	445.80
Sales revenue - taxable	4500	0.00	2,243.27	293.88
Sales revenue - non-taxable	4550	0.00	0.00	0.00
Other revenue	4800	5,203.97	24,794.10	2,047.45
Vehicle & equipment use fee revenue	4900	63,744.77	57,786.02	101,334.91
Total Actual Revenues		**$ 1,820,553.26**	**$ 1,430,954.58**	**$ 2,409,747.26**
Estimated Revenues - BOD Adopted		$ 1,734,852.00	$ 1,886,436.00	$ 2,382,861.86
Actual Gain/Loss		**$ 85,701.26**	**$ (455,481.42)**	**$ 26,885.40**

TRINITY COUNTY
Item Report 3.3

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
County Administrative Office	Letty Garza	530-623-1382

Ordinance: Fees (Code Section 2.64.050)

Requested Action:

Waiving the reading of and enact an ordinance amending Trinity County Code Section 2.64.050 regarding various county fees.

Fiscal Impact:

Potential increase in revenues in an unknown amount to various county departments.

Summary:

This is the second reading of the proposed ordinance to increase a variety of county fees. This item was originally presented to the Board on the 20th of December and continued to the 3rd of January due to widespread internet connectivity issues that affected the ability of our citizens to participate in the meeting. During the meeting on the third the board introduced the item as presented with two minor changes. The Board voted to decrease the following fees under the Treasurer/Tax Collector:

- Additional mobile home tax clearance from $67 per certificate as presented to $35 per certificate; and
- Parcel map/lot line adjustment security bond from $82 per parcel as presented to $40 per parcel.

Below is the original summary from the December 20 BOS meeting with the addition of the listing the Building Department as one of the departments covered in this part of the fee study and fee increase.

The County has been working on a comprehensive fee study to review and update fees countywide. Due to staffing issues this project had to be broken into pieces so that we could bring forward those departments who had provide the necessary information to perform the fee study and make recommendations for changes to the current fee schedule.

The departments before you for consideration during this first round are:

- Ag/Sealer
- Animal Control
- Auditor
- Building Department
- Building and Grounds (General Services)
- Cemeteries
- County Counsel

- Environmental Health
- Information Technology
- Public Health
- Solid Waste
- Treasurer/Tax Collector

The fees recommended are based on the fully weighted fee. The fully weighted fees for some of these may be higher than the Board and/or Department would want to charge. If that is the case, the Board has the discretion to charge less than the fully weighted fee, recognizing that any reduction in the fully weighted fee will likely need to be subsidized by the General Fund.

Alternatives Including Financial Implications:

Deny adoption of this ordinance and advise staff. Denial of this ordinance will cause the departments that have completed the fee study to continue charging outdated fees that do not fully cover their costs of providing the service.

Departmental Recommendation:

It is staff's recommendation that the Board waive the reading of and enact the ordinance updating/adding/deleting various fees for the departments listed in the summary above.

ATTACHMENTS:

Description

Fee Study Backup

Ordinance - Fee Increases (County Code Section 2.64.050

Calculated with Hourly Rates at 7/1/2020

		Dept Head 100%	15% Solid Waste Management 85%	Extra Help 30%		
Employee ID No.	C3	02418	00571			
Hourly Base Rate **& out of class (if appl.)** **NOTE 1**	C3	46.31	35.64	9.92		
Cell phone- er	C3					
Deferred Comp. - er **NOTE 2**	C3	1.56	1.07	-	-	
Medical Plan Monthly Contribution - er **NOTE 3**	C3	802.02	802.02			
Liuna Retirement - er	C3		1.120	-	-	
Life Insurance Monthly - er	C3	16.00	13.44			
Dental Monthly - er	C3	41.50	41.50			
Vision Monthly - er	C3	10.74	10.74			
Cash in leiu **NOTE 4**	C3					
Retirement Percentage **NOTE 5**		0.41	0.41	0.41	0.41	0.41
Additional Retirement Percentage **NOTE 5**						
Worker's Comp Percentage **NOTE 6**		0.40	0.40	0.40	0.40	0.40
OPEB Hourly **NOTE 7**		9.34	9.34	9.34	9.34	9.34
UAL **NOTE 8**		N/A	N/A	N/A	N/A	N/A
Social Security **NOTE 9**		0.06	0.06	0.06	0.06	0.06
Medicare **NOTE 9**		0.01	0.01	0.01	0.01	0.01
Unemployment Insurance **NOTE 10**		490.00	490.00	490.00	490.00	490.00
Indirect Costs **NOTE 11**		3.80	3.80	3.80	3.80	3.80
Insurance Costs **NOTE 12**		0.38	0.38	0.38	0.38	0.38

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for Dental

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 19-20) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16/17

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

NOTE 12 - Insurance Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 44,663.78	A	
Number of Employees in department	A		2.30	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee		A/(BxC)	$ 9.34	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 1,899.00	A	
Number of Employees in department	A		2.30	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage		A/(BxC)	0.40	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ 18,176.00	A	
Number of Employees in department	A		2.30	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee		A/(BxC)	$ 3.80	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ 1,835.00	A	
Number of Employees in department	A		2.30	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee		A/(BxC)	$ 0.38	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

7/1/2020

Employee ID		(A) PERS. FILE HIRE DATE	(B) Years of Svc.	(E) NOTE 1 Sick Leave	104 Holiday Leave	(F) NOTE 2 Pers. Leave	(I = J x 12) Vacation Accrual Per Year	(J) H Vacation Accrual Per Pay Per.	(K = C to I) Total Non-avail. Hours	(L=2080-K) Total Available Hours
02418	1	12/10/2018	1.56	96	104	48	80	6.67000	328	1,752
00571	1	6/16/1997	23.06	96	104	48	160	13.33000	408	1,672
vacant	1		120.58			0	0		0	2,080
	0		120.58			0	0		0	-
	0		120.58			0	0	0.00000	0	-

Billing Rates-4

Billing Rates-4

Billing Rates-4

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

Employee ID	02418	00571	vacant seasonal		
Hourly Base	$ 96,317.00	$ 63,011.35	$ 6,192.00	$ -	$ -
Cell phone - er	-	-	-	-	-
Deferred Comp. - In-leiu	3,240.00	1,890.34	-	-	-
Medical Plan Contribution - er	9,624.24	8,180.60	-	-	-
Liuna Retirement - er	-	1,980.16	-	-	-
Life Insurance - er	192.00	137.09	-	-	-
Dental - er	498.00	423.30			-
Vision - er	128.88	109.55			-
Cash in-leiu	-	-	-	-	-
Retirement Percentage	39,019.94	25,527.16		-	-
Additional Retirement Percentage	-	-		-	-
Worker's Comp	832.00	707.20	249.60	-	
OPEB	19,427.20	16,513.12	5,828.16	-	
UAL	N/A	N/A	N/A	N/A	N/A
Social Security	5,971.65	3,906.70	383.90	-	-
Medicare	1,396.60	913.66	89.78	-	-
Unemployment Insurance	490.00	416.50	433.44	-	-
Indirect Costs	7,904.00	6,718.40	2,371.20	-	-
Insurance Costs	790.40	671.84	237.12	-	-
Subtotal	185,831.91	131,106.98	15,785.21	-	-
Actual working hours	1,752	1,421	624	-	-
Fully weighted billing rate - before supplies	$ 106.07	$ 92.25	$ 25.30	#DIV/0!	#DIV/0!
Rounded hourly rate	**106.07**	**92.25**	**25.30**	**#DIV/0!**	**#DIV/0!**

Agricultural Pest Control Adviser Registration - Primary County				FAC Section 12034	The lesser of cost or $10.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 47.51
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 48.33
Proposed New Fee Amount					**10.00**

Agricultural Pest Control Adviser Registration - Additional County				FAC Section 12034	The lesser of cost or $5.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			45 minutes		0.75
Value of time					$ 71.26
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 72.08
Proposed New Fee Amount					**5.00**

Agricultural Pest Control Aircraft Pilot Registration - Primary				FAC Section 11923		The lesser of cost or $10.00
			FWL Rate	% of who performs		Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$	21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$	73.80
					$	95.01
Time to perform tasks for the above fee			30 minutes			0.5
Value of time					$	47.51
Supplies needed to perform tasks for the above fee						0.82
Total Cost to perform tasks for the above fee					$	48.33
Proposed New Fee Amount						**10.00**

Agricultural Pest Control Aircraft Pilot Registration - Additional				FAC Section 11923		The lesser of cost or $5.00
			FWL Rate	% of who performs		Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$	21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$	73.80
					$	95.01
Time to perform tasks for the above fee			30 minutes			0.5
Value of time					$	47.51
Supplies needed to perform tasks for the above fee						0.82
Total Cost to perform tasks for the above fee					$	48.33
Proposed New Fee Amount						**5.00**

Agricultural Pest Control Business Registration | FAC Section 11734 | The lesser of cost or $25.00

			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 47.51
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 48.33
Proposed New Fee Amount					**25.00**

Maintenance Gardener Registration | FAC Section 11734 | The lesser of cost or $25.00

			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 47.51
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 48.33
Proposed New Fee Amount					**25.00**

Structural Pest Control Business Registration - Branch 1				FAC Section 15204.5	The lesser of cost or $25.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			45 minutes		0.75
Value of time					$ 71.26
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 72.08
Proposed New Fee Amount					**25.00**

Structural Pest Control Field Operator - Branch 1				FAC Section 15204.5	The lesser of cost or $10.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			45 minutes		0.75
Value of time					$ 71.26
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 72.08
Proposed New Fee Amount					**10.00**

Structural Pest Control Business Registration - Branch 2 & 3			FAC Section 15204		The lesser of cost or $10.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			45 minutes		0.75
Value of time					$ 71.26
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 72.08
Proposed New Fee Amount					**10.00**

Structural Pest Control Field Operator - Branch 2 & 3			FAC Section 15204		The lesser of cost or $10.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			45 minutes		0.75
Value of time					$ 71.26
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 72.08
Proposed New Fee Amount					**10.00**

Structural Pest Control Eexam				B&P Section 8564.5(d)	The lesser of cost or $60.00
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 47.51
Supplies needed to perform tasks for the above fee					0.82
Total Cost to perform tasks for the above fee					$ 48.33
Proposed New Fee Amount					**48.00**

Certified Producer's Certificate (per certificate)				FAC Section 47020(b)(3)	Equal to costs
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			45 minutes		0.75
Value of time					$ 71.26
Supplies needed to perform tasks for the above fee					4.2
Total Cost to perform tasks for the above fee					$ 75.46
Proposed New Fee Amount					**75.00**

Certified Producer's Inspection (per inspection)			FWL Rate		FAC Section 47020(b) % of who performs	Equal to costs Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07		20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25		80%	$ 73.80
						$ 95.01
Time to perform tasks for the above fee				210 minutes		3.5
Value of time						$ 332.55
Supplies needed to perform tasks for the above fee						0
Total Cost to perform tasks for the above fee						$ 332.55
Proposed New Fee Amount						**332.00**

Amendment (per certificate)			FWL Rate		FAC Section 47020(b) % of who performs	Equal to costs Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07		20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25		80%	$ 73.80
						$ 95.01
Time to perform tasks for the above fee				255 minutes		4.25
Value of time						$ 403.81
Supplies needed to perform tasks for the above fee						4.2
Total Cost to perform tasks for the above fee						$ 408.01
Proposed New Fee Amount						**408.00**

Farmers Market Certificate				FAC Section 47020(b)	Equal to costs
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 47.51
Supplies needed to perform tasks for the above fee					4.2
Total Cost to perform tasks for the above fee					$ 51.71
Proposed New Fee Amount					**51.00**

Farm Labor Contractor Registration				Lab Section 1695(b)	Equal to costs
			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	20%	$ 21.21
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	80%	$ 73.80
					$ 95.01
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 47.51
Supplies needed to perform tasks for the above fee					1
Total Cost to perform tasks for the above fee					$ 48.51
Proposed New Fee Amount					**48.00**

Non-commercial devices — B&P Section 12210(b) — Equal to costs

			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	50%	$ 53.04
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	50%	$ 46.12
					$ 99.16

Time to perform tasks for the above fee	300 minutes	5
Value of time		$ 495.80
Supplies needed to perform tasks for the above fee		0
Total Cost to perform tasks for the above fee		$ 495.80
Proposed New Fee Amount		**495.00**

Certificate of Plant Shipment — F&A Section 5204 — Equal to costs

			FWL Rate	% of who performs	Weighted Average
Ag Commissioner/Sealer	E-2	a	$ 106.07	50%	$ 53.04
Deputy Ag Commissioner/Sealer	E-2	a	$ 92.25	50%	$ 46.12
					$ 99.16

Time to perform tasks for the above fee	270 minutes	4.5
Value of time		$ 446.22
Supplies needed to perform tasks for the above fee		1.00
Total Cost to perform tasks for the above fee		$ 447.22
Proposed New Fee Amount	Federally set - don't use	**447.00**

Ag Commissioner Hourly Charges by Staff Member

			FWL Rate	% of who performs	Weighted Average	
Ag Commissioner	E-2	a	$ 106.07	100%	$ 106.07	$ 106.00
Deputy Ag Commissioner/Sealer			$ 92.25	100%	$ 92.25	$ 92.00
Seasonal Vacant			$ 25.30	100%	$ 25.30	$ 25.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount — **Fee will vary by work required**

Calculated with Hourly Rates at 7/1/2020

		ACO Shelter Supervisor	Animal Care Attendant	Animal Care Attendant	Animal Care Attendant
		Safety	General	General	General
		100%	50%	50%	50%
Employee ID No.	C3	2393	2134	2182	2461
Hourly Base Rate **& out of class (if appl.)** NOTE 1	C3	26.99	14.03	14.03	14.03
Cell phone- er	C3				
Deferred Comp. - er NOTE 2	C3				
Medical Plan Monthly Contribution - er NOTE 3	C3	802.02			
Liuna Retirement - er	C3	0.91			
Life Insurance Monthly - er	C3	8.00			
Dental Monthly - er	C3	41.50			
Vision Monthly - er	C3	10.74			
Cash in leiu NOTE 4	C3				
Retirement Percentage NOTE 5		0.13			
Additional Retirement Percentage NOTE 5					
Worker's Comp Percentage NOTE 6		0.48	0.48	0.48	0.48
OPEB Hourly NOTE 7		9.87	9.87	9.87	9.87
UAL NOTE 8		N/A	N/A	N/A	N/A
Social Security NOTE 9		0.06	0.06	0.06	0.06
Medicare NOTE 9		0.01	0.01	0.01	0.01
Unemployment Insurance NOTE 10		490.00	490.00	490.00	490.00
Indirect Costs NOTE 11		3.61	3.61	3.61	3.61
Insurance Costs NOTE 12		1.09	1.09	1.09	1.09

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for Dental

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16/17

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

NOTE 12 - Insurance Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 51,327.59	A	
Number of Employees in department	A		2.50	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee	A/(BxC)		$ 9.87	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 2,476.00	A	
Number of Employees in department	A		2.50	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage	A/(BxC)		0.4762	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ 18,792.00	A	
Number of Employees in department	A		2.50	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee	A/(BxC)		$ 3.61	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ 5,670.00	A	
Number of Employees in department	A		2.50	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee	A/(BxC)		$ 1.09	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

7/1/2020

		(A)	(B)	(E)	104	(F)	(I = J x 12)	(J) H	(K = C to I)	(L=2080-K)
Employee ID		PERS. FILE HIRE DATE	Years of Svc.	NOTE 1 Sick Leave	Holiday Leave	NOTE 2 Pers. Leave	Vacation Accrual Per Year	Vacation Accrual Per Pay Per.	Total Non-avail. Hours	Total Available Hours
2393	1	6/1/2018	2.08	96	104	8	80	6.67000	288	1,792
2134	1	4/6/2015	5.24	96					96	1,984
2182	1	6/1/2018	2.08	96					96	1,984
2461	1	10/16/2019	0.71	96					96	1,984

Billing Rates-1

Billing Rates-1

Billing Rates-1

Billing Rates-1

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

Employee ID		2393		2134		2182		2461
Hourly Base	$	56,134.00	$	14,590.00	$	14,590.00	$	14,590.00
Cell phone - er		-		-		-		-
Deferred Comp. - In-leiu		-		-		-		-
Medical Plan Contribution - er		9,624.24		-		-		-
Liuna Retirement - er		1,892.80		-		-		-
Life Insurance - er		96.00		-		-		-
Dental - er		498.00		-		-		-
Vision - er		128.88		-		-		-
Cash in-leiu		-		-		-		-
Retirement Percentage		7,557.88		-		-		-
Additional Retirement Percentage		-		-		-		-
Worker's Comp		990.50		495.25		495.25		495.25
OPEB		20,531.06		10,265.53		10,265.53		10,265.53
UAL	N/A		N/A		N/A		N/A	
Social Security		3,480.31		904.58		904.58		904.58
Medicare		813.94		211.56		211.56		211.56
Unemployment Insurance		490.00		490.00		490.00		490.00
Indirect Costs		7,516.70		3,758.35		3,758.35		3,758.35
Insurance Costs		2,268.03		1,134.02		1,134.02		1,134.02
Subtotal		112,022.34		31,849.28		31,849.28		31,849.28
Actual working hours		1,792		992		992		992
Fully weighted billing rate - before supplies	$	62.51	$	32.11	$	32.11	$	32.11
Rounded hourly rate		**62.51**		**32.11**		**32.11**		**32.11**

Animal Shelter Entry Fee - Dog or Cat | County Code 6.04.090 E | No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	135 minutes	2.25
Value of time		$ 72.24
Supplies needed to perform tasks for the above fee		0.26
Total Cost to perform tasks for the above fee		$ 72.50
Proposed New Fee Amount	Current fee was $20	**72.00**

Bathing Fee | County Code 6.04.090 E | No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	30 minutes	0.5
Value of time		$ 16.05
Supplies needed to perform tasks for the above fee		0.5
Total Cost to perform tasks for the above fee		$ 16.55
Proposed New Fee Amount		**16.00**

Redemption Fee 1st - 10th Time | 6.04.090 E | No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	120 minutes	2
Value of time		$ 64.21
Supplies needed to perform tasks for the above fee		0.26
Total Cost to perform tasks for the above fee		$ 64.47
Proposed New Fee Amount	Current fee was $15	**64.00**

Cat Trap Rental				None; community sevice	No minimum or maximum amount in code
			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11
Time to perform tasks for the above fee			17 minutes		0.283333333
Value of time					$ 9.10
Supplies needed to perform tasks for the above fee					1.17
Total Cost to perform tasks for the above fee					$ 10.27
Proposed New Fee Amount				Current fee was $5	**10.00**

Board and Care - At Home Quarantine				6.04.045 B	No minimum or maximum amount in code
			FWL Rate	% of who performs	Weighted Average
Animal Control Officer	E-2	a	$ 62.51	100%	$ 62.51
					$ 62.51
Time to perform tasks for the above fee			30 minutes		0.5
Value of time					$ 31.26
Supplies needed to perform tasks for the above fee					0.28
Total Cost to perform tasks for the above fee					$ 31.54
Proposed New Fee Amount				Current fee was $25	**31.00**

Quarantine Fee				6.04.045 A	No minimum or maximum amount in code
			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11
Time to perform tasks for the above fee			25 minutes		0.416666667
Value of time					$ 13.38
Supplies needed to perform tasks for the above fee					3.55
Total Cost to perform tasks for the above fee					$ 16.93
Proposed New Fee Amount				Current fee was $5	**16.00**

Board and Care - Cat, Dog and other animals under 200 lbs				6.04.090 E		No minimum or maximum amount in code
			FWL Rate	% of who performs		Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$	10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$	10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$	10.60
					$	32.11
Time to perform tasks for the above fee			30 minutes			0.5
Value of time					$	16.05
Supplies needed to perform tasks for the above fee						3.77
Total Cost to perform tasks for the above fee				Current fee was $5	$	19.82
Proposed New Fee Amount				Current fee was $5		**19.00**

Board and Care - Other Animals over 200lbs				6.04.090 E		No minimum or maximum amount in code
			FWL Rate	% of who performs		Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$	10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$	10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$	10.60
					$	32.11
Time to perform tasks for the above fee			45 minutes			0.75
Value of time					$	24.08
Supplies needed to perform tasks for the above fee						5.77
Total Cost to perform tasks for the above fee					$	29.85
Proposed New Fee Amount				Current fee was $10		**29.00**

Board and Care - Microchip				FAC Section 31108.3 & 317		No minimum or maximum amount in code
			FWL Rate	% of who performs		Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$	10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$	10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$	10.60
					$	32.11
Time to perform tasks for the above fee			30 minutes			0.5
Value of time					$	16.05
Supplies needed to perform tasks for the above fee						20.11
Total Cost to perform tasks for the above fee					$	36.16
Proposed New Fee Amount				No current fee on sched.		**36.00**

Board and Care - Vaccination (each) — 6.04.090 E — No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	10 minutes	0.166666667
Value of time		$ 5.35
Supplies needed to perform tasks for the above fee		5.47
Total Cost to perform tasks for the above fee		$ 10.82
Proposed New Fee Amount	No current fee on sched.Fee	**10.00**

Dog License - Altered and Unaltered - 1 year license — 6.04.060 B; 6.04.080 — No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	20 minutes	0.333333333
Value of time		$ 10.70
Supplies needed to perform tasks for the above fee		0.44
Total Cost to perform tasks for the above fee		$ 11.14
Proposed New Fee Amount	Current fee was $10	**11.00**

Dog License - Altered and Unaltered - 2 year license — 6.04.060 B; 6.04.080 — No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	20 minutes	0.333333333
Value of time		$ 10.70
Supplies needed to perform tasks for the above fee		0.44
Total Cost to perform tasks for the above fee		$ 11.14
Proposed New Fee Amount	No current fee on sched.	**22.00**

Dog License - Altered and Unaltered - 3 year license					6.04.060 B; 6.04.080	No minimum or maximum amount in code
			FWL Rate		% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$	32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$	32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$	32.11	33%	$ 10.60
						$ 32.11
Time to perform tasks for the above fee				20 minutes		0.333333333
Value of time						$ 10.70
Supplies needed to perform tasks for the above fee						0.44
Total Cost to perform tasks for the above fee						$ 11.14
Proposed New Fee Amount					Current fee was $25	**28.00**

Dog License - Late Fee per License					None given	No minimum or maximum amount in code
			FWL Rate		% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$	32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$	32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$	32.11	33%	$ 10.60
						$ 32.11
Time to perform tasks for the above fee				20 minutes		0.333333333
Value of time						$ 10.70
Supplies needed to perform tasks for the above fee						0
Total Cost to perform tasks for the above fee						$ 10.70
Proposed New Fee Amount					Current fee was $8	**10.00**

Dog License - Pack License (4-8 dogs) - 1 year - with additional fee for each unaltered					6.04.060 B; 6.04.080	No minimum or maximum amount in code
			FWL Rate		% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$	32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$	32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$	32.11	33%	$ 10.60
						$ 32.11
Time to perform tasks for the above fee				20 minutes		0.333333333
Value of time						$ 10.70
Supplies needed to perform tasks for the above fee						0.44
Total Cost to perform tasks for the above fee						$ 11.14
Proposed New Fee Amount					Current Fee $40+$10 per do	**44.00**

Dog License - Pack License (4-8 dogs) - 2 year - with additional fee for each unaltered 6.04.060 B; 6.04.080 No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	20	minutes	0.333333333
Value of time			$ 10.70
Supplies needed to perform tasks for the above fee			0.44
Total Cost to perform tasks for the above fee			$ 11.14
Proposed New Fee Amount		Fee not on current fee sched	**88.00**

Dog License - Pack License (4-8 dogs) - 3 year - with additional fee for each unaltered 6.04.060 B; 6.04.080 No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	20	minutes	0.333333333
Value of time			$ 10.70
Supplies needed to perform tasks for the above fee			0.44
Total Cost to perform tasks for the above fee			$ 11.14
Proposed New Fee Amount		Current Fee $100+$15 per u	**110.00**

Animal Adoption - Altered and Unaltered - Dog and Cat None Given No minimum or maximum amount in code

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	60	minutes	1
Value of time			$ 32.11
Supplies needed to perform tasks for the above fee			0.06
Total Cost to perform tasks for the above fee			$ 32.17
Proposed New Fee Amount		Current fee was $15-$30	**32.00**

Animal Adoption - Spay/Neuter Deposit FAC 30520 (d) (2) Not less than $40 but not more than $75

			FWL Rate	% of who performs	Weighted Average
Part Time Shelter Staff	E-2	a	$ 32.11	34%	$ 10.92
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
Part Time Shelter Staff	E-2	a	$ 32.11	33%	$ 10.60
					$ 32.11

Time to perform tasks for the above fee	0 minutes	0
Value of time		$ -
Supplies needed to perform tasks for the above fee		50.00
Total Cost to perform tasks for the above fee		$ 50.00
Proposed New Fee Amount	No current fee on sched.	**50.00**

Animal Control Hourly Charges by Staff Member

			FWL Rate	% of who performs	Weighted Average	
ACO Shelter Supervisor	E-2	a	$ -	100%	$ 62.51	$ 62.00
Animal Care Attendant			$ -	100%	$ 32.11	$ 32.00
Animal Care Attendant			$ -	100%	$ 32.11	$ 32.00
Animal Care Attendant			$ -	100%	$ 32.11	$ 32.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount **Fee will vary by work required**

Calculated with Hourly Rates at 7/1/2020		Auditor	Asst. Auditor	upervising Account Tec	Accountant 1	Account Tech 2	Account Tech 1
		Elected	Management	Management	General	General	General
		100%	100%	100%	100%	100%	100%
Employee ID No.	C3	279	1865	01295	02453	02269	01543
Hourly Base Rate & out of class (if appl.) NOTE 1	C3	50.58	36.54	36.01	22.08	21.87	19.80
Cell phone- er	C3						
Deferred Comp. - er NOTE 2	C3	1.56	1.10	1.08			
Medical Plan Monthly Contribution - er NOTE 3	C3	802.02	802.02	802.02	802.02	802.02	802.02
Liuna Retirement - er	C3		1.12	1.12	0.13	0.13	0.13
Life Insurance Monthly - er	C3	16.00	13.44	13.44	8.00	8.00	8.00
Dental Monthly - er	C3	41.50	41.50	41.50	41.50	41.50	41.50
Vision Monthly - er	C3	10.74	10.74	10.74	10.74	10.74	10.74
Cash in leiu NOTE 4	C3						
Retirement Percentage NOTE 5		0.41	0.41	0.41	0.41	0.41	0.41
Additional Retirement Percentage NOTE 5							
Worker's Comp Percentage NOTE 6		0.43	0.43	0.43	0.43	0.43	0.43
OPEB Hourly NOTE 7		8.23	8.23	8.23	8.23	8.23	8.23
UAL NOTE 8		N/A	N/A	N/A	N/A	N/A	N/A
Social Security NOTE 9		0.06	0.06	0.06	0.06	0.06	0.06
Medicare NOTE 9		0.01	0.01	0.01	0.01	0.01	0.01
Unemployment Insurance NOTE 10			490.00	490.00	490.00	490.00	490.00
Indirect Costs NOTE 11		-	-	-	-	-	-
Insurance Costs NOTE 12		-	-	-	-	-	-

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for Dental

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16/17

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 102,655.19	A	
Number of Employees in department	A		6.00	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee	A/(BxC)		$ 8.23	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 5,379.00	A	
Number of Employees in department	A		6.00	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage	A/(BxC)		0.4310	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ -	A	
Number of Employees in department	A		6.00	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee	A/(BxC)		$ -	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ -	A	
Number of Employees in department	A		6.00	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee	A/(BxC)		$ -	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

7/1/2020

		(A)	(B)	(E)	104	(F)	(I = J x 12)	(J) H	(K = C to I)	(L=2080-K)				
Employee ID		PERS. FILE HIRE DATE	Years of Svc.	NOTE 1 Sick Leave	Holiday Leave	NOTE 2 Pers. Leave	Vacation Accrual Per Year	Vacation Accrual Per Pay Per.	Total Non-avail. Hours	Total Available Hours			vacation earned per period	vacation days earned per year
279	1	1/13/1992	28.48				0		0	2,080	Billing Rates-4	Years 0 - 4.9	6.67	10
1865	1	5/19/2010	10.13	96	104	48	136	11.33000	384	1,696	Billing Rates-4	Years 5 - 8.9	10.00	15
01295	1	3/6/2003	17.33	96	104	48	160	13.33000	408	1,672	Billing Rates-4	Years 9 - 13.9	11.33	17
02453	1	9/9/2019	0.81	96	104	8	80	6.67000	288	1,792		Years 14 plus	13.33	20
02269	1	1/6/2016	4.49	96	104	8	80	6.67000	288	1,792				
01543	1	10/17/2014	5.71	96	104	8	120	10.00000	328	1,752				

Employee ID	279	1865	01295	02453	02269	01543
Hourly Base	$ 105,205.00	$ 75,993.00	$ 74,898.00	$ 45,918.00	$ 45,486.00	$ 41,178.00
Cell phone - er	-	-	-	-	-	-
Deferred Comp. - In-leiu	3,240.00	2,279.79	2,246.94	-	-	-
Medical Plan Contribution - er	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24
Liuna Retirement - er	-	2,329.60	2,329.60	270.40	270.40	270.40
Life Insurance - er	192.00	161.28	161.28	96.00	96.00	96.00
Dental - er	498.00	498.00	498.00	498.00	498.00	498.00
Vision - er	128.88	128.88	128.88	128.88	128.88	128.88
Cash in-leiu	-	-	-	-	-	-
Retirement Percentage	42,620.65	30,786.28	30,342.68	18,602.30	18,427.29	16,682.03
Additional Retirement Percentage	-	-		-	-	-
Worker's Comp	896.48	896.48	896.48	896.48	896.48	896.48
OPEB	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25
UAL	N/A	N/A	N/A	N/A	N/A	N/A
Social Security	6,522.71	4,711.57	4,643.68	2,846.92	2,820.13	2,553.04
Medicare	1,525.47	1,101.90	1,086.02	665.81	659.55	597.08
Unemployment Insurance		490.00	490.00	490.00	490.00	490.00
Indirect Costs	-	-	-	-	-	-
Insurance Costs	-	-	-	-	-	-
Subtotal	187,562.68	146,110.27	144,455.04	97,146.28	96,506.22	90,123.40
Actual working hours	2,080	1,696	1,672	1,792	1,792	1,752
Fully weighted billing rate - before supplies	$ 90.17	$ 86.15	$ 86.39	$ 54.21	$ 53.86	$ 51.44
Rounded hourly rate	**90.17**	**86.15**	**86.39**	**54.21**	**53.86**	**51.44**

Direct Charges

			FWL Rate	% of who performs	Weighted Average
Assistant Auditor-Controller	E-2	a	$ 86.15	100%	$ 86.15
					$ 86.15

Time to perform tasks for the above fee

Prepare benefit letter and send out email	180 minutes	3
Once assessment list is received save and upload	180 minutes	3
If there is an issue receive and upload new list	180 minutes	3

Value of time	$ 775.33
Supplies needed to perform tasks for the above fee	7500
Total Cost to perform tasks for the above fee	$ 8,275.33
Total parcel county for assessments	13,911
Proposed New Fee Amount Per Parcel	**0.60**

Accounting/Audit Hourly Charges by staff member

			FWL Rate	% of who performs	Weighted Average	
Auditor-Controller	E-2	a	$ 90.17	100%	$ 90.17	$ 90.00
Assistant Auditor-Controller			$ 86.15	100%	$ 86.15	$ 86.00
Supervising Account Tech			$ 86.39	100%	$ 86.39	$ 86.00
Accountant 1			$ 54.21	100%	$ 54.21	$ 54.00
Accounting Tech 2			$ 53.86	100%	$ 53.86	$ 53.00
Accounting Tech 1	E-2	a	$ 51.44	100%	$ 51.44	$ 51.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount **Fee will vary by work required**

Correction to Tax Roll **Bill based on hourly rate above**

Calculated with Hourly Rates at 7/1/2020		Dir Bldg&Plan	Bldg Insp 3	Code Comp Spec Leac	Bldg Insp 1	Admin Coord 1
		Dept Head	Management	General	General	General
		5%	100%	50%	100%	95%
Employee ID No.	C3	2448	870	839	2244	
Hourly Base Rate **& out of class (if appl.)** **NOTE 1**	C3	56.05	37.81	33.82	24.16	16.93
Cell phone- er	C3					
Deferred Comp. - er **NOTE 2**	C3	1.56	1.13			
Medical Plan Monthly Contribution - er **NOTE 3**	C3	802.02	802.02	802.02	802.02	802.02
Liuna Retirement - er	C3		1.12	0.13	0.13	0.13
Life Insurance Monthly - er	C3	16.00	13.44	8.00	8.00	8.00
Dental Monthly - er	C3	41.50	41.50	41.50	41.50	41.50
Vision Monthly - er	C3	10.74	10.74	10.74	10.74	10.74
Cash in leiu **NOTE 4**	C3					
Retirement Percentage **NOTE 5**		0.41	0.41	0.41	0.41	0.41
Additional Retirement Percentage **NOTE 5**						
Worker's Comp Percentage **NOTE 6**		0.54	0.54	0.54	0.54	0.54
OPEB Hourly **NOTE 7**		8.23	8.23	8.23	8.23	8.23
UAL **NOTE 8**		N/A	N/A	N/A	N/A	N/A
Social Security **NOTE 9**		0.06	0.06	0.06	0.06	0.06
Medicare **NOTE 9**		0.01	0.01	0.01	0.01	0.01
Unemployment Insurance **NOTE 10**		490.00	490.00	490.00	490.00	490.00
Indirect Costs **NOTE 11**		4.86	4.86	4.86	4.86	4.86
Insurance Costs **NOTE 12**		0.65	0.65	0.65	0.65	0.65

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 1

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 59,882.19	A	
Number of Employees in department	A		3.50	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee	A/(BxC)		$ 8.23	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 3,933.00	A	
Number of Employees in department	A		3.50	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage	A/(BxC)		0.5402	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ 35,376.00	A	
Number of Employees in department	A		3.50	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee	A/(BxC)		$ 4.86	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ 4,766.00	A	
Number of Employees in department	A		3.50	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee	A/(BxC)		$ 0.65	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

Calculated with Hourly Rates at 7/1/2020

Employee ID		(A) PERS. FILE HIRE DATE	(B) Years of Svc.	(E) NOTE 1 Sick Leave	104 Holiday Leave	(F) NOTE 2 Pers. Leave	(I = J x 12) Vacation Accrual Per Year	(J) H Vacation Accrual Per Pay Per.	(K = C to I) Total Non-avail. Hours	(L=2080-K) Total Available Hours	
2448	1	7/8/2019	0.98	96	104	48	80	6.67000	328	1,752	Billing Rates-1
870	1	7/1/1999	21.02	96	104	48	160	13.33000	408	1,672	Billing Rates-1
839	1	3/11/1999	21.32	96	104	8	160	13.33000	368	1,712	Billing Rates-1
2244	1	7/27/2015	4.93	96	104	8	120	10.00000	328	1,752	Billing Rates-1
0	1	7/1/2020	0.00	96	104	8	80	6.67000	288	1,792	Billing Rates-1

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

	Dir Bldg&Plan	Bldg Insp 3	Code Comp Spec Lead	Bldg Insp 1	Admin Coord 1
	2448	**870**	**839**	**2244**	**0**
Hourly Base	$ 5,829.42	$ 78,643.00	$ 35,168.34	$ 50,245.00	$ 33,453.68
Cell phone - er	-	-	-	-	-
Deferred Comp. - In-leiu	162.00	2,359.29	-	-	-
Medical Plan Contribution - er	481.21	9,624.24	4,812.12	9,624.24	9,143.03
Liuna Retirement - er	-	2,329.60	135.20	270.40	256.88
Life Insurance - er	9.60	161.28	48.00	96.00	91.20
Dental - er	24.90	498.00	249.00	498.00	473.10
Vision - er	6.44	128.88	64.44	128.88	122.44
Cash in-leiu	-	-	-	-	-
Retirement Percentage	2,361.61	31,859.85	14,247.40	20,355.25	13,552.75
Additional Retirement Percentage	-	-	-	-	-
Worker's Comp	56.18	1,123.62	561.81	1,123.62	1,067.44
OPEB	855.46	17,109.25	8,554.62	17,109.25	16,253.79
UAL	N/A	N/A	N/A	N/A	N/A
Social Security	361.42	4,875.87	2,180.44	3,115.19	2,074.13
Medicare	84.53	1,140.32	509.94	728.55	485.08
Unemployment Insurance	24.50	490.00	245.00	490.00	465.50
Indirect Costs	505.37	10,107.34	5,053.67	10,107.34	9,601.98
Insurance Costs	68.09	1,361.78	680.89	1,361.78	1,293.69
Subtotal	10,830.74	161,812.32	72,510.87	115,253.50	88,334.67
Actual working hours	88	1,672	856	1,752	1,702
Fully weighted billing rate - before supplies	$ 123.64	$ 96.78	$ 84.71	$ 65.78	$ 51.89
Rounded hourly rate	**123.64**	**96.78**	**84.71**	**65.78**	**51.89**

Building Hourly Charges by staff member

			FWL Rate	% of who performs	Weighted Average	Rounded
Dir Bldg&Plan	E-2	a	$ 123.64	100%	$ 123.64	$ 123.00
Bldg Insp 3			$ 96.78	100%	$ 96.78	$ 96.00
Code Comp Spec Lead			$ 84.71	100%	$ 84.71	$ 84.00
Bldg Insp 1			$ 65.78	100%	$ 65.78	$ 65.00
Admin Coord 1			$ 51.89	100%	$ 51.89	$ 51.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount **Fee will vary by work required**

ELECTRICAL

Commercial lighting, switches. Commercial receptacles (We think that we should remove these lines and stick with a square foot cost that is referred to in municode under Receptacles, switches, lighting single – family residence (add commercial to the end).

Receptacles, switches, lighting single – family residence per square foot

1. Kettenpom- 5 hours' total drive time, 20-minute inspection ($350.60)
2. Trinity Center- 1.5 hours' total drive time, 20-minute inspection ($121.03)
3. Weaverville- 20 minutes' total drive time, 20-minute inspection ($44.07)

Receptacles, switches, lighting garage, shop(This line should be removed and simply add Garage, Shop to the other Receptacles line as they are the same)

Pump, well, septic service; Main service up to 200A; Main service 200A to 399A; Main service 400A or more(All of these should simply be reduced to Main Service as they are all exactly the same):

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Subpanels:

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Residential appliance, Motors up to 10 HP, Motors 11 HP to 50 HP, Motors 51 HP to 100 HP, Motors over 100 HP (all of these line items should be compressed into 1 line called Motors)

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Sign, wall mounted or pole (valuation per CBC)

Solar system (valuation per CBC)

Swimming Pool (valuation per CBC)

Service reconnect:

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Parking lot lighting (per light) This should be value based as parking lot lighting would specifically tie in to a commercial structure.

Other electrical (Valuation per CBC)

Mechanical

Mechanical fans, hoods, dryer vents, heating and cooling units:

1. Kettenpom- 5 hours' total drive time, 20-minute inspection ($350.60)
2. Trinity Center- 1.5 hours' total drive time, 20-minute inspection ($121.03)
3. Weaverville- 20 minutes' total drive time, 20-minute inspection ($44.07)

Forced air unit up to 100,000 btuh, Forced air unit over to 100,000 btuh, furnace – wall, floor, suspended or freestanding; boiler, compressor or absorption unit, air handling unit not part of FAU, Air handling unit over 10,000 cfm, cooling system condensing unit, evaporative cooler; exhaust system, bath, restaurant kitchen hood or similar(all of these should be condensed into one line item "HVAC" and should be based on value per CBC)

Commercial type l or ll hoods (valuation per CBC)

Wood/pellet stove:

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Factory-built fireplace or insert(This should be condensed into the same line item as they are exactly the same):

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Insulation (per square foot of building floor area)

1. Kettenpom- 5 hours' total drive time, 20-minute inspection ($350.60)
2. Trinity Center- 1.5 hours' total drive time, 20-minute inspection ($121.03)
3. Weaverville- 20 minutes' total drive time, 20-minute inspection ($44.07)

Other mechanical- valuation per CBC

Plumbing

Fixtures, sinks, dishwasher, washer, gas lines, disposals, toilers, water heater, hoods, drains, traps, showers, baths:

1. Kettenpom- 5 hours' total drive time, 20-minute inspection ($350.60)

2. Trinity Center- 1.5 hours' total drive time, 20-minute inspection ($121.03)
3. Weaverville- 20 minutes' total drive time, 20-minute inspection ($44.07)

Building sewer, septic each(this line item should be removed from Building as we do not inspect the sewer/septic)

Commercial appliance, garbage disposal, water heater, gas service, grease trap/interceptor, piping, vacuum breaker or backflow preventer(These should be valuation per CBC)

Solar System(This should be valuation per CBC)

Swimming pool:

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Tank – Propane, fuel, water, etc.

1. Kettenpom- 5 hours total drive time, 10 minute inspection ($340.08)
2. Trinity Center- 1.5 hours drive time, 10 minute inspection ($109.85)
3. Weaverville- 20 minutes total drive, 10 minute inspection ($32.89)

Fire Sprinklers, per square foot:

1. Kettenpom- 5 hours' total drive time, 20-minute inspection ($350.60)
2. Trinity Center- 1.5 hours' total drive time, 20-minute inspection ($121.03)
3. Weaverville- 20 minutes' total drive time, 20-minute inspection ($44.07)

Other plumbing- should be per CBC valuation like others

Mobile Home

Single Wide: 3-5 inspections depending on how the inspections are called in:

1. Kettenpom- 5 hours' total drive time, 20-minute inspection ($350.60)
2. Trinity Center- 1.5 hours' total drive time, 20-minute inspection ($121.03)
3. Weaverville- 20 minutes' total drive time, 20-minute inspection ($44.07)

Double Wide: 3-5 inspections depending on how the inspections are called in:

1. Kettenpom- 5 hours' total drive time, 30 minute inspection ($378.23)
2. Trinity Center- 1.5 hours' total drive time, 30 minute inspection ($131.56)
3. Weaverville- 20 minutes' total drive time, 30 minute inspection ($54.60)

Triple Wide: 3-4 inspections depending on how the inspections are called in:

1. Kettenpom- 5 hours' total drive time, 45 minute inspection ($378.23)
2. Trinity Center- 1.5 hours' total drive time, 45 minute inspection ($148.00)
3. Weaverville- 20 minutes' total drive time, 45 minute inspection ($76.96)

MISC

Energy Plan Review: 20 minutes to review during plan check. $31.94(Inspector lll does the plan review)

Research zoning review for setbacks/code enforcement. This is usually handled by the Planning Department so not sure if we need to include this line item

New Address. This is also handled by the Planning Department

Code Compliance Inspection minor

1. Kettenpom- 5 hours total drive time, 1 hour inspection ($394.68)
2. Trinity Center- 1.5 hours drive time, 1 hour inspection ($164.45)
3. Weaverville- 20 minutes total drive time, 1 hour inspection($87.48)

Code Compliance inspection major

1. Kettenpom- 5 hours total drive time, 2 hour inspection ($460.46)
2. Trinity Center- 1.5 hours drive time, 2 hour inspection ($230.23)
3. Weaverville- 20 minutes total drive time, 2 hour inspection ($153.26)

Calculated with Hourly Rates at 7/1/2020

		Dir Bldg&Plan	Env Health Dir	Admin Coord 2	Env Health Spec 1	Env Health Spec 1
		Dept Head	Management	General	General	General
		5%	100%	100%	100%	95%
Employee ID No.	C3	2448	2212	2376	2404	
Hourly Base Rate & out of class (if appl.) NOTE 1	C3	56.05	35.69	18.49	27.48	27.48
Cell phone- er	C3					
Deferred Comp. - er NOTE 2	C3	1.56	1.07			
Medical Plan Monthly Contribution - er NOTE 3	C3	802.02	802.02	802.02	802.02	802.02
Liuna Retirement - er	C3		1.12	0.13	0.13	0.13
Life Insurance Monthly - er	C3	16.00	13.44	8.00	8.00	8.00
Dental Monthly - er	C3	41.50	41.50	41.50	41.50	41.50
Vision Monthly - er	C3	10.74	10.74	10.74	10.74	10.74
Cash in leiu NOTE 4	C3					
Retirement Percentage NOTE 5		0.41	0.41	0.41	0.41	0.41
Additional Retirement Percentage NOTE 5						
Worker's Comp Percentage NOTE 6		0.40	0.40	0.40	0.40	0.40
OPEB Hourly NOTE 7		8.23	8.23	8.23	8.23	8.23
UAL NOTE 8		N/A	N/A	N/A	N/A	N/A
Social Security NOTE 9		0.06	0.06	0.06	0.06	0.06
Medicare NOTE 9		0.01	0.01	0.01	0.01	0.01
Unemployment Insurance NOTE 10		490.00	490.00	490.00	490.00	490.00
Indirect Costs NOTE 11		0.26	0.26	0.26	0.26	0.26
Insurance Costs NOTE 12		0.05	0.05	0.05	0.05	0.05

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for D

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 68,436.79	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee	A/(BxC)		$ 8.23	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 3,302.00	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage	A/(BxC)		0.3969	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ 2,137.00	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee	A/(BxC)		$ 0.26	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ 392.00	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee	A/(BxC)		$ 0.05	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

Calculated with Hourly Rates at 7/1/2020

STAFF		(A) PERS. FILE HIRE DATE	(B) Years of Svc.	(E) NOTE 1 Sick Leave	104 Holiday Leave	(F) NOTE 2 Pers. Leave	(I = J x 12) Vacation Accrual Per Year	(J) H Vacation Accrual Per Pay Per.	(K = C to I) Total Non-avail. Hours	(L=2080-K) Total Available Hours	
2448	1	7/8/2019	0.98	96	104	48	80	6.67000	328	1,752	Billing Rates-1
2212	1	2/17/2015	5.37	96	104	48	120	10.00000	368	1,712	Billing Rates-1
2376	1	2/27/2018	2.34	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2404	1	8/20/2018	1.87	96	104	8	80	6.67000	288	1,792	Billing Rates-1
0	1	7/1/2020	0.00	96	104	8	80	6.67000	288	1,792	Billing Rates-1

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

	Dir Bldg&Plan	Env Health Dir	Admin Coord 2	Env Health Spec 1	Env Health Spec 1
Hourly Base	$ 5,829.42	$ 74,228.00	$ 38,455.00	$ 57,155.00	$ 54,300.48
Cell phone - er	-	-	-	-	-
Deferred Comp. - In-leiu	162.00	2,226.84	-	-	-
Medical Plan Contribution - er	481.21	9,624.24	9,624.24	9,624.24	9,143.03
Liuna Retirement - er	-	2,329.60	270.40	270.40	256.88
Life Insurance - er	9.60	161.28	96.00	96.00	91.20
Dental - er	24.90	498.00	498.00	498.00	473.10
Vision - er	6.44	128.88	128.88	128.88	122.44
Cash in-leiu	-	-	-	-	-
Retirement Percentage	2,361.61	30,071.25	15,578.89	23,154.63	21,998.21
Additional Retirement Percentage	-	-	-	-	-
Worker's Comp	41.28	825.55	825.55	825.55	784.27
OPEB	855.46	17,109.25	17,109.25	17,109.25	16,253.79
UAL	N/A	N/A	N/A	N/A	N/A
Social Security	361.42	4,602.14	2,384.21	3,543.61	3,366.63
Medicare	84.53	1,076.31	557.60	828.75	787.36
Unemployment Insurance	24.50	490.00	490.00	490.00	465.50
Indirect Costs	26.72	534.35	534.35	534.35	507.63
Insurance Costs	4.90	97.97	97.97	97.97	93.07
Subtotal	10,274.00	144,003.65	86,650.34	114,356.63	108,643.59
Actual working hours	88	1,712	1,792	1,792	1,702
Fully weighted billing rate - before supplies	$ 117.29	$ 84.11	$ 48.36	$ 63.82	$ 63.82
Rounded hourly rate	**117.29**	**84.11**	**48.36**	**63.82**	**63.82**

Additional Operating Unit | CA H&S §114265 | Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application, fees and upload	23 minutes	0.383333333
Review application and two inspections per year	68 minutes	1.133333333

Value of time	$ 90.86
Supplies needed to perform tasks for the above fee	2.5
Total Cost to perform tasks for the above fee	$ 93.36
Proposed New Fee Amount	**93.00**

Cal Code Water System (Retail) | CA H&S §114192 | Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application, fees and upload	20 minutes	0.333333333
Two inspections per year (during routine food inspect)	120 minutes	2
Review quarterly reports for compliance	40 minutes	0.666666667

Value of time	$ 186.30
Supplies needed to perform tasks for the above fee	22.25
Total Cost to perform tasks for the above fee	$ 208.55
Proposed New Fee Amount	**208.00**

Catering Operations — CA H&S §114328 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Review application and upload to database	60 minutes	1
Research & app review	60 minutes	1
two facility inspections per year	360 minutes	6

Value of time	$ 515.38
Supplies needed to perform tasks for the above fee	10
Total Cost to perform tasks for the above fee	$ 525.38

Proposed New Fee Amount **525.00**

Certified Farmer's Market — CA H&S §114328.1 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Review application and upload to database	60 minutes	1
Research, app review & commissary inspect review	60 minutes	1
two facility inspections per year	360 minutes	6

Value of time	$ 515.38
Supplies needed to perform tasks for the above fee	10
Total Cost to perform tasks for the above fee	$ 525.38

Proposed New Fee Amount **525.00**

Cottage Food Operation Type A				CA H&S §114365	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Time to perform tasks for the above fee						
Application, fees and upload			30 minutes		0.5	
Review & approves application and issues license			30 minutes		0.5	
Value of time					$ 66.23	
Supplies needed to perform tasks for the above fee					2.5	
Total Cost to perform tasks for the above fee					$ 68.73	
Proposed New Fee Amount					**68.00**	

Cottage Food Operation Type B				CA H&S §114365	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Time to perform tasks for the above fee						
Application, fees and upload			30 minutes		0.5	
Review & approves application and issues license			30 minutes		0.5	
inspection of kitchen			180 minutes		3	
Value of time					$ 257.69	
Supplies needed to perform tasks for the above fee					2.5	
Total Cost to perform tasks for the above fee					$ 260.19	
Proposed New Fee Amount					**260.00**	

Event Permit Organizer					CA H&S §114381.1	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded	
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36		
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11		
Time to perform tasks for the above fee							
Application, fees and upload			20 minutes		0.333333333		
Review & approves application and issues license			40 minutes		0.666666667		
Value of time					$ 72.19		
Supplies needed to perform tasks for the above fee					0		
Total Cost to perform tasks for the above fee					$ 72.19		
Proposed New Fee Amount					**72.00**		

Food Facility Plan Review > 1200 square feet					CA H&S §114380	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91		
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91		
					$ 63.82	$ 64.00	
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36		
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11		
Time to perform tasks for the above fee							
Application, fees and upload			20 minutes		0.333333333		
Plan review			100 minutes		1.666666667		
inspection to validate plan			180 minutes		3		
Value of time					$ 347.76		
Supplies needed to perform tasks for the above fee					10		
Total Cost to perform tasks for the above fee					$ 357.76		
Proposed New Fee Amount					**357.00**		

Permanent Food Facility > 1200 square feet				CA H&S §114265	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee		
Application, fees and upload	60 minutes	1
Application review & approval	60 minutes	1
Biannual inspections	480 minutes	8
Value of time		$ 643.01
Supplies needed to perform tasks for the above fee		10
Total Cost to perform tasks for the above fee		$ 653.01
Proposed New Fee Amount		**653.00**

Plan Review Food Facility < 1200 square feet				CA H&S §114380	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee		
Application, fees and upload	20 minutes	0.333333333
Plan review	40 minutes	0.666666667
inspection to validate plan	180 minutes	3
Value of time		$ 263.65
Supplies needed to perform tasks for the above fee		10
Total Cost to perform tasks for the above fee		$ 273.65
Proposed New Fee Amount		**273.00**

Permanent Food Facility < 1200 square feet - includes bar/tavern			CA H&S §114265	Equal to costs	
		FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2 a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2 a	$ 63.82	50%	$ 31.91	
				$ 63.82	$ 64.00
Admin Coordinator 2	E-2 a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2 a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee			
Application, fees and upload	60	minutes	1
Application review & approval	60	minutes	1
Biannual inspections	360	minutes	6
Value of time			$ 515.38
Supplies needed to perform tasks for the above fee			10
Total Cost to perform tasks for the above fee			$ 525.38
Proposed New Fee Amount			**525.00**

Host Facility			CA H&S §114328.1	Equal to costs	
		FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2 a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2 a	$ 63.82	50%	$ 31.91	
				$ 63.82	$ 64.00
Admin Coordinator 2	E-2 a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2 a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee			
Application, fees and upload	60	minutes	1
Application review & approval	60	minutes	1
Biannual inspections	360	minutes	6
Value of time			$ 515.38
Supplies needed to perform tasks for the above fee			10
Total Cost to perform tasks for the above fee			$ 525.38
Proposed New Fee Amount			**525.00**

Limited Food Preparation - Food Cart				CA H&S §113818	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Time to perform tasks for the above fee						
Application, fees and upload			30 minutes		0.5	
Application review & approval			30 minutes		0.5	
Biannual inspections			300 minutes		5	
Value of time					$ 385.32	
Supplies needed to perform tasks for the above fee					10	
Total Cost to perform tasks for the above fee					$ 395.32	
Proposed New Fee Amount					**395.00**	

Limited Service Charitable Feeding Operation				CA H&S §113819	**EXEMPT**	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Time to perform tasks for the above fee						
Application, fees and upload			30 minutes		0.5	
Application review & approval			30 minutes		0.5	
Biannual inspections			300 minutes		5	
Value of time					$ 385.32	
Supplies needed to perform tasks for the above fee					10	
Total Cost to perform tasks for the above fee					$ 395.32	
Proposed New Fee Amount					**EXEMPT**	

Mobile Food Facility — CA H&S §114294 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Application, fees and upload	30	minutes	0.5
Application review & approval	30	minutes	0.5
Biannual inspections	360	minutes	6

Value of time	$ 449.14
Supplies needed to perform tasks for the above fee	10
Total Cost to perform tasks for the above fee	$ 459.14
Proposed New Fee Amount	**459.00**

Re-Inspection/Sampling Fee — CA H&S §113717 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
					$ 70.72	$ 71.00

Time to perform tasks for the above fee

Re-inspection/Sampling	240	minutes	4

Value of time	$ 282.87
Supplies needed to perform tasks for the above fee	60
Total Cost to perform tasks for the above fee	$ 342.87
Proposed New Fee Amount	**342.00**

Restricted Food Service Facility				CA H&S §113893	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee			
Application, fees and upload	30	minutes	0.5
Application review & approval	30	minutes	0.5
Biannual inspections	360	minutes	6
Value of time			$ 449.14
Supplies needed to perform tasks for the above fee			2.25
Total Cost to perform tasks for the above fee			$ 451.39
Proposed New Fee Amount			**451.00**

Temporary Food Facility Plan Review				CA H&S §114380	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee			
Application, fees and upload	20	minutes	0.333333333
Review & approves plan	20	minutes	0.333333333
Value of time			$ 44.16
Supplies needed to perform tasks for the above fee			0
Total Cost to perform tasks for the above fee			$ 44.16
Proposed New Fee Amount			**44.00**

Temporary Food Facility Operating Permit - (Non-profit)				CA H&S §114381.2	Equal to costs or EXEMPT	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee		
Application, fees and upload	23 minutes	0.383333333
Application review & approval	23 minutes	0.383333333
Biannual inspections	285 minutes	4.75
Value of time		$ 353.92
Supplies needed to perform tasks for the above fee		2.25
Total Cost to perform tasks for the above fee		$ 356.17
Proposed New Fee Amount		**356.00**

Temporary Food Facility Operating Permit - Annual Permit				CA H&S §114381.2	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee		
Application, fees and upload	23 minutes	0.383333333
Application review & approval	23 minutes	0.383333333
Biannual inspections	285 minutes	4.75
Value of time		$ 353.92
Supplies needed to perform tasks for the above fee		2.25
Total Cost to perform tasks for the above fee		$ 356.17
Proposed New Fee Amount		**356.00**

Temporary Food Facility Operating Permit - One Event Only				CA H&S §114381.2	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee		
Application, fees and upload	23 minutes	0.383333333
Application review & approval	23 minutes	0.383333333
Biannual inspections	285 minutes	4.75
Value of time		$ 353.92
Supplies needed to perform tasks for the above fee		2.25
Total Cost to perform tasks for the above fee		$ 356.17
Proposed New Fee Amount		**356.00**

Retail Food Transporter				CA H&S §113932	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee		
Application, fees and upload	20 minutes	0.333333333
Application review & approval	20 minutes	0.333333333
Biannual inspections	120 minutes	2
Value of time		$ 171.79
Supplies needed to perform tasks for the above fee		2.25
Total Cost to perform tasks for the above fee		$ 174.04
Proposed New Fee Amount		**174.00**

Vending Machine

CA H&S §114265 & 1139 | Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Application, fees and upload	20 minutes	0.333333333
Application review & approval	20 minutes	0.333333333
Biannual inspections	360 minutes	6

Value of time	$ 427.06
Supplies needed to perform tasks for the above fee	2.25
Total Cost to perform tasks for the above fee	$ 429.31
Proposed New Fee Amount	**429.00**

Violation Fee - Food

TCC 8.90 Violations | up to five times permit cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
					$ 70.72	$ 71.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Fees and inspection request	15 minutes	0.25
Application review & approval	135 minutes	2.25
Biannual inspections	270 minutes	4.5

Value of time	$ 489.44
Supplies needed to perform tasks for the above fee	10
Total Cost to perform tasks for the above fee	$ 499.44
Proposed New Fee Amount	**499.00**

Hourly Fee - based on fully weighted hourly rate by employee

Title 19 HSC, 2001 California Fire Code, TCC 8.90

Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Director Building & Planning (Dept Head)	E-2	a	$ 117.29	100%	$ 117.29	$ 117.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	$ 84.00
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	$ 48.00
Environmental Health Specialist 1	E-2	a	$ 63.82	100%	$ 63.82	$ 63.00
Environmental Health Specialist 1	E-2	a	$ 63.82	100%	$ 63.82	$ 63.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount **Fee will vary by work required**

Organized Camp Permit

CA H&S §18897

Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Application, fees and upload	30	minutes	0.5
review and annual inspection	240	minutes	4
Approve and issue license	30	minutes	0.5

Value of time	$ 321.51
Supplies needed to perform tasks for the above fee	2.5
Total Cost to perform tasks for the above fee	$ 324.01

Proposed New Fee Amount **324.00**

Organized Camp Plan Check — CA H&S §18897 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Admin Coordinator 2	E-2	a	$ 48.36	100%	$ 48.36	
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Application, fees and upload	30	minutes	0.5
review and inspection	240	minutes	4
Review plan, approve & issue license	60	minutes	1

Value of time	$ 363.56
Supplies needed to perform tasks for the above fee	2.5
Total Cost to perform tasks for the above fee	$ 366.06
Proposed New Fee Amount	**366.00**

Land Division Per Parcel - 1st Parcel — TCC 16.04 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Environmental Health Specialist 1	E-2	a	$ 63.82	0%	$ -	
Environmental Health Specialist 1	E-2	a	$ 63.82	0%	$ -	
					$ 84.11	$ 85.00

Time to perform tasks for the above fee

Review plans and research files	40	minutes	0.666666667
Site inspection	240	minutes	4
Observation of conditions	30	minutes	0.5
commenting	15	minutes	0.25
Attendance at planning commission	60	minutes	1

Value of time	$ 539.73
Supplies needed to perform tasks for the above fee	
Total Cost to perform tasks for the above fee	$ 539.73
Proposed New Fee Amount	**539.00**

Land Division Per Parcel - 2nd Parcel and each after

TCC 16.04 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Environmental Health Specialist 1	E-2	a	$ 63.82	0%	$ -	
Environmental Health Specialist 1	E-2	a	$ 63.82	0%	$ -	
					$ 84.11	$ 85.00

Time to perform tasks for the above fee

Review plans and research files	40 minutes	0.666666667
Site inspection	30 minutes	0.5
Observation of conditions	30 minutes	0.5
commenting	15 minutes	0.25
Attendance at planning commission	0 minutes	0

Value of time $ 161.22

Supplies needed to perform tasks for the above fee

Total Cost to perform tasks for the above fee $ 161.22

Proposed New Fee Amount **161.00**

Conditional Use Permit without inspection

TCC 16.04 — Equal to costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Review of plans and researching files	140 minutes	2.333333333
Commenting	30 minutes	0.5
Attendance at Planning Commission	60 minutes	1

Value of time $ 322.44

Supplies needed to perform tasks for the above fee 0

Total Cost to perform tasks for the above fee $ 322.44

Proposed New Fee Amount **322.00**

Conditional Use Permit with inspection

				TCC 16.04	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	

Time to perform tasks for the above fee

Review of plans and researching files	140 minutes	2.333333333
Inspection of site	240 minutes	4
Commenting	30 minutes	0.5
Attendance at Planning Commission	60 minutes	1

Value of time	$ 658.90
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 658.90
Proposed New Fee Amount	**658.00**

Lot Line Adjustment - with inspection

				TCC 16.04	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
					$ 70.72	$ 71.00

Time to perform tasks for the above fee

Review plans and research files	30 minutes	0.5
Site inspection	150 minutes	2.5
commenting	15 minutes	0.25
Attendance at planning commission	30 minutes	0.5

Value of time	$ 265.20
Supplies needed to perform tasks for the above fee	
Total Cost to perform tasks for the above fee	$ 265.20
Proposed New Fee Amount	**265.00**

Lot Line Adjustment - No inspection

				TCC 16.04	Equal to costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
					$ 70.72	$ 71.00

Time to perform tasks for the above fee

Review plans and research files	30 minutes	0.5
Site inspection	0 minutes	0
commenting	15 minutes	0.25
Attendance at planning commission	30 minutes	0.5

Value of time	$ 88.40
Supplies needed to perform tasks for the above fee	
Total Cost to perform tasks for the above fee	$ 88.40
Proposed New Fee Amount	**88.00**

Other Planning Projects Unspecified with Inspection

		TCC 16.04	Equal to costs	
	FWL Rate	% of who performs	Weighted Average	Rounded

Use hourly rate fee plus round trip travel/drive time and supplies costs to determine these fees on a project by project basis

Proposed New Fee Amount **Fee will vary by project**

Public Pool Plan Check

				H&S §116038	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Accept application and upload into database	30 minutes	0.5
Review and Inspect	240 minutes	4
Reviews plan, approves and issues license	60 minutes	1

Value of time	$ 363.56
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 388.56
Proposed New Fee Amount	**388.00**

Public Pool Closure--reinspection

H&S §116038 — Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00

Time to perform tasks for the above fee

Re-inspection	180 minutes	3

Value of time	$ 191.45
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 216.45

Proposed New Fee Amount **216.00**

Public Pool Permit

H&S §116038 — Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Accept App payment and upload to database	30 minutes	0.5
Review and bi-annual inspection	240 minutes	4
approve and issue license	30 minutes	0.5

Value of time	$ 321.51
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 346.51

Proposed New Fee Amount **346.00**

Illegal OWTS				No. 2012-0032 and TCC 1	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee			
database upload, application submittal and payment ac	30	minutes	0.5
Application review, enginerring and approval	30	minutes	0.5
Initial and final inspections	240	minutes	4
Value of time			$ 321.51
Supplies needed to perform tasks for the above fee			0
Total Cost to perform tasks for the above fee			$ 321.51
Proposed New Fee Amount			**321.00**

Onsite Wastewater Treatment System (Septic System)--outdated no final				No. 2012-0032 and TCC 1	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee			
database upload, application submittal and payment ac	60	minutes	1
Application review and inspection	240	minutes	4
Value of time			$ 303.63
Supplies needed to perform tasks for the above fee			0
Total Cost to perform tasks for the above fee			$ 303.63
Proposed New Fee Amount			**303.00**

OWTS Abandonment — No. 2012-0032 and TCC 1 Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

database upload, application submittal and payment ac	30	minutes	0.5
Application review, engineering and approval	30	minutes	0.5
final Inspections	240	minutes	4

Value of time	$ 321.51
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 321.51
Proposed New Fee Amount	**321.00**

Onsite Wastewater Treatment System (Septic System) — No. 2012-0032 and TCC 1 Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

database upload, application submittal and payment ac	30	minutes	0.5
Application review, engineering and approval	60	minutes	1
initial and final Inspections	510	minutes	8.5

Value of time	$ 650.74
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 650.74
Proposed New Fee Amount	**650.00**

Real Estate Eval — No. 2012-0032 and TCC 1 Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Acceptance of payment and research for reques	20 minutes	0.333333333
inspection	250 minutes	4.166666667

Value of time	$ 282.03
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 282.03
Proposed New Fee Amount	**282.00**

OWTS Repair — No. 2012-0032 and TCC 1 Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

database upload, application submittal and payment ac	30 minutes	0.5
Application review, engineering and approval	60 minutes	1
initial and final Inspections	450 minutes	7.5

Value of time	$ 586.93
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 586.93
Proposed New Fee Amount	**586.00**

Violation Fee

				TCC 8.90 Violations	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Accept payment and inspection request	15 minutes	0.25
inspect site and document for removal of violation	255 minutes	4.25
Upload data and report into database	30 minutes	0.5

Value of time	$ 315.22
Supplies needed to perform tasks for the above fee	10
Total Cost to perform tasks for the above fee	$ 325.22
Proposed New Fee Amount	**325.00**

Illegal Well Permit

				TCC 15.20.100	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30 minutes	0.5
review setbacks, initial, and final inspections	540 minutes	9
approve, issue, and finalize permit	90 minutes	1.5

Value of time	$ 724.71
Supplies needed to perform tasks for the above fee	20
Total Cost to perform tasks for the above fee	$ 744.71
Proposed New Fee Amount	**744.00**

Water System Plan Check

				22CCR §64211	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30	minutes	0.5
review plans and approve	120	minutes	2
inspect for accuracy	180	minutes	3

Value of time	$ 383.86
Supplies needed to perform tasks for the above fee	20
Total Cost to perform tasks for the above fee	$ 403.86
Proposed New Fee Amount	**403.00**

State Small Water System Permit

				22CCR §64211	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

database upload, application submittal and payment ac	27	minutes	0.45
Application review and approval	18	minutes	0.3
annual Inspections and lab sampling	255	minutes	4.25

Value of time	$ 318.22
Supplies needed to perform tasks for the above fee	20
Total Cost to perform tasks for the above fee	$ 338.22
Proposed New Fee Amount	**338.00**

Real Estate Water Sample

Veteran's Benefits Admini: Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Accept fee and research well	23 minutes	0.383333333
inspect and collect a laboratory sample	248 minutes	4.133333333

Value of time	$ 282.32
Supplies needed to perform tasks for the above fee	20
Total Cost to perform tasks for the above fee	$ 302.32
Proposed New Fee Amount	**302.00**

Violation Fee

CA H&S 114395 Minimum $25; Maximum $1,000 Per offense

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

uploading applciation to database and payment proces:	30 minutes	0.5
enforcement action, documentation, including special s	360 minutes	6

Value of time	$ 528.86
Supplies needed to perform tasks for the above fee	10
Total Cost to perform tasks for the above fee	$ 538.86
Proposed New Fee Amount	**538.00**

Well Abandonment Permit

TCC 15.20.100 — Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30 minutes	0.5
final inspection	240 minutes	4
approve and issue final permit	30 minutes	0.5

Value of time	$ 321.51
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 321.51
Proposed New Fee Amount	**321.00**

Well Permit Repair

TCC 15.20.100 — Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30 minutes	0.5
final inspection	360 minutes	6
approve and issue final permit	30 minutes	0.5

Value of time	$ 449.14
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 449.14
Proposed New Fee Amount	**449.00**

Well Permit

TCC 15.20.100 — Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30 minutes	0.5
review setbacks, initial, and final inspections,	360 minutes	6
approve, issue, and finalize permit	30 minutes	0.5

Value of time	$ 449.14
Supplies needed to perform tasks for the above fee	0
Total Cost to perform tasks for the above fee	$ 449.14

Proposed New Fee Amount **449.00**

Sewage Pumper

H&S 117405 — Equal to Cost

			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
Environmental Health Specialist 1	E-2	a	$ 63.82	50%	$ 31.91	
					$ 63.82	$ 64.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30 minutes	0.5
reviews and inspects	105 minutes	1.75
approves and issues license	15 minutes	0.25

Value of time	$ 156.89
Supplies needed to perform tasks for the above fee	2.5
Total Cost to perform tasks for the above fee	$ 159.39

Proposed New Fee Amount **159.00**

Tattoo/Piercing Parlor Plan Check

H&S Division 104, Part 15, Chapter 17

			FWL Rate	% of who performs	Equal to Cost Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
					$ 70.72	$ 71.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	60 minutes	1
review plan	120 minutes	2
inspect facility to verify plans	60 minutes	1

Value of time	$ 287.30
Supplies needed to perform tasks for the above fee	4.00
Total Cost to perform tasks for the above fee	$ 291.30
Proposed New Fee Amount	**291.00**

Tattoo/Piercing Parlor Temporary License

H&S Division 104, Part 15, Chapter 17

			FWL Rate	% of who performs	Equal to Cost Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
					$ 70.72	$ 71.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30 minutes	0.5
validation of records and signing license	30 minutes	0.5
inspection of facility	30 minutes	0.5

Value of time	$ 101.59
Supplies needed to perform tasks for the above fee	4.00
Total Cost to perform tasks for the above fee	$ 105.59
Proposed New Fee Amount	**105.00**

Tattoo/Piercing Parlor License

				H&S Division 104, Part 15, Chapter 17	Equal to Cost	
			FWL Rate	% of who performs	Weighted Average	Rounded
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Specialist 1	E-2	a	$ 63.82	33%	$ 21.06	
Environmental Health Director	E-2	a	$ 84.11	34%	$ 28.60	
					$ 70.72	$ 71.00
Environmental Health Director	E-2	a	$ 84.11	100%	$ 84.11	
Administrative Coordinator	E-2	a	$ 48.36	100%	$ 48.36	

Time to perform tasks for the above fee

Application payment acceptance and uploads to databa	30	minutes	0.5
validation of records and signing license	30	minutes	0.5
inspection of facility	60	minutes	1

Value of time	$ 136.95
Supplies needed to perform tasks for the above fee	4.00
Total Cost to perform tasks for the above fee	$ 140.95
Proposed New Fee Amount	**140.00**

Calculated with Hourly Rates at 7/1/2020

		Facilities Oper Super	Acct Tech II	Maint Worker II	Maint Worker I	Custodian	Custodian	Custodian	Mai
		Management	**General**	**General**	**General**	**General**	**General**	**General**	
		100%	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	
Employee ID No.	C3	2099	2374	2106	2422	1825	1873	2258	
Hourly Base Rate **& out of class (if appl.)** NOTE 1	C3	30.36	19.60	19.21	15.47	17.90	17.90	16.98	
Cell phone- er	C3								
Deferred Comp. - er NOTE 2	C3	0.91							
Medical Plan Monthly Contribution - er NOTE 3	C3	802.02	802.02	802.02	802.02	802.02	802.02	802.02	
Liuna Retirement - er	C3	1.12	0.130	0.130	0.130	0.130	0.130	0.130	
Life Insurance Monthly - er	C3	13.44	8.00	8.00	8.00	8.00	8.00	8.00	
Dental Monthly - er	C3	41.50	41.50	41.50	41.50	41.50	41.50	41.50	
Vision Monthly - er	C3	10.74	10.74	10.74	10.74	10.74	10.74	10.74	
Cash in leiu NOTE 4	C3								
Retirement Percentage NOTE 5		0.41	0.41	0.41	0.41	0.41	0.41	0.41	
Additional Retirement Percentage NOTE 5									
Worker's Comp Percentage NOTE 6		1.45	1.45	1.45	1.45	1.45	1.45	1.45	
OPEB Hourly NOTE 7		8.23	8.23	8.23	8.23	8.23	8.23	8.23	
UAL NOTE 8		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Social Security NOTE 9		0.06	0.06	0.06	0.06	0.06	0.06	0.06	
Medicare NOTE 9		0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Unemployment Insurance NOTE 10		490.00	490.00	490.00	490.00	490.00	490.00	490.00	
Indirect Cost NOTE 11		-	-	-	-	-	-	-	
Insurance Cost NOTE 12		-	-	-	-	-	-	-	

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for D

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16/

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 128,318.98	A
Number of Employees in department	A		7.50	B
Hours available per year			2,080	C
OPEB cost per hour per employee	A/(BxC)		$ 8.2256	Billing Rate-1

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 22,637.00	A
Number of Employees in department	A		7.50	B
Hours available per year			2,080	C
Worker's Compensation Percentage	A/(BxC)		1.4511	Billing Rate-1

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c		A
Number of Employees in department	A		7.50	B
Hours available per year			2,080	C
Indirect cost allocation per hour per employee	A/(BxC)		$ -	Billing Rate-1

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d		A
Number of Employees in department	A		7.50	B
Hours available per year			2,080	C
Insurance cost per hour per employee	A/(BxC)		$ -	Billing Rate-1

Calculated with Hourly Rates at 7/1/2020

Employee ID		(A) PERS. FILE HIRE DATE	(B) Years of Svc.	(E) NOTE 1 Sick Leave	104 Holiday Leave	(F) NOTE 2 Pers. Leave	(I = J x 12) Vacation Accrual Per Year	(J) H Vacation Accrual Per Pay Per.	(K = C to I) Total Non-avail. Hours	(L=2080-K) Total Available Hours	
2099	1	6/1/2015	5.09	96	104	48	120	10.00000	368	1,712	Billing Rates-1
2374	1	2/22/2018	2.36	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2106	1	7/1/2015	5.01	96	104	8	120	10.00000	328	1,752	Billing Rates-1
2422	1	1/7/2019	1.48	96	104	8	80	6.67000	288	1,792	Billing Rates-1
1825	1	7/1/2010	10.01	96	104	8	136	11.33000	344	1,736	Billing Rates-1
1873	1	7/18/2012	7.96	96	104	8	120	10.00000	328	1,752	Billing Rates-1
2258	1	2/1/2017	3.41	96	104	8	80	6.67000	288	1,792	Billing Rates-1
vacant	1	7/1/2020	0.00	96	0	0	0	0.00000	96	1,984	Billing Rates-1

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

	Facilities Oper Super	Acct Tech II	Maint Worker II	Maint Worker I	Custodian	Custodian	Custodian	Maint Worker I
Hourly Base	$ 63,159.00	$ 40,766.00	$ 39,967.00	$ 32,171.00	$ 37,242.00	$ 37,242.00	$ 35,328.00	$ 16,088.80
Cell phone - er	-	-	-	-	-	-	-	-
Deferred Comp. - In-leiu	1,894.77	-	-	-	-	-	-	-
Medical Plan Contribution - er	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	-
Liuna Retirement - er	2,329.60	270.40	270.40	270.40	270.40	270.40	270.40	-
Life Insurance - er	161.28	96.00	96.00	96.00	96.00	96.00	96.00	-
Dental - er	498.00	498.00	498.00	498.00	498.00	498.00	498.00	-
Vision - er	128.88	128.88	128.88	128.88	128.88	128.88	128.88	-
Cash in-leiu	-	-	-	-	-	-	-	-
Retirement Percentage	25,586.97	16,515.12	16,191.43	13,033.12	15,087.48	15,087.48	14,312.08	6,517.89
Additional Retirement Percentage	-	-	-	-	-	-	-	-
Worker's Comp	3,018.29	3,018.29	3,018.29	3,018.29	3,018.29	3,018.29	3,018.29	1,509.14
OPEB	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	8,554.62
UAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Social Security	3,915.86	2,527.49	2,477.95	1,994.60	2,309.00	2,309.00	2,190.34	997.51
Medicare	915.81	591.11	579.52	466.48	540.01	540.01	512.26	233.29
Unemployment Insurance	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00
Indirect Cost	-	-	-	-	-	-	-	-
Insurance Cost	-	-	-	-	-	-	-	-
Subtotal	128,831.94	91,634.78	90,450.96	78,900.25	86,413.55	86,413.55	83,577.73	34,391.26
Actual working hours	1,712	1,792	1,752	1,792	1,736	1,752	1,792	992
Fully weighted billing rate - before supplies	$ 75.25	$ 51.14	$ 51.63	$ 44.03	$ 49.78	$ 49.32	$ 46.64	$ 34.67
Rounded hourly rate	**75.25**	**51.14**	**51.63**	**44.03**	**49.78**	**49.32**	**46.64**	**34.67**

Lowden Park - Whole Park — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee:

Accounting	60 minutes	1
Maintenance	90 minutes	1.5

Value of time	$ 136.87
Supplies needed to perform tasks for the above fee	480.8222222
Total Cost to perform tasks for the above fee	$ 617.69

Proposed New Fee Amount — Current Fee $460/day — **617.00**

Lowden Park - Cook Shack and BBQ — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee		0
Accounting	60 minutes	1
Maintenance	90 minutes	1.5

Value of time	$ 136.87
Supplies needed to perform tasks for the above fee	12.02055556
Total Cost to perform tasks for the above fee	$ 148.89

Proposed New Fee Amount — Current Fee $47/day — **148.00**

Lowden Park - Rodeo Arena

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	60	minutes	1
Maintenance	90	minutes	1.5
Value of time			$ 136.87
Supplies needed to perform tasks for the above fee			24.04111111
Total Cost to perform tasks for the above fee			$ 160.91

Proposed New Fee Amount Current Fee $92/day **160.00**

Lowden Park - Main Lawn

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	60	minutes	1
Maintenance	90	minutes	1.5
Value of time			$ 136.87
Supplies needed to perform tasks for the above fee			24.04111111
Total Cost to perform tasks for the above fee			$ 160.91

Proposed New Fee Amount Current Fee $92/day **160.00**

Lowden Park - RV Camping (Daily Rate)

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	15	minutes	0.25
Maintenance	0	minutes	0
Value of time			$ 12.78
Supplies needed to perform tasks for the above fee			11.85589041
Total Cost to perform tasks for the above fee			$ 24.64
Proposed New Fee Amount		Current Fee $15/day	**24.00**

Lowden Park - Side Lawn

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	60	minutes	1
Maintenance	90	minutes	1.5
Value of time			$ 136.87
Supplies needed to perform tasks for the above fee			24.04111111
Total Cost to perform tasks for the above fee			$ 160.91
Proposed New Fee Amount		Current Fee $92/day	**160.00**

Lowden Park - Softball Field

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	60	minutes	1
Maintenance	90	minutes	1.5
Value of time			$ 136.87
Supplies needed to perform tasks for the above fee			24.04111111
Total Cost to perform tasks for the above fee			$ 160.91
Proposed New Fee Amount		Current Fee $86/day	**160.00**

Lowden Park - Softball Tournament

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	60	minutes	1
Maintenance	90	minutes	1.5
Value of time			$ 136.87
Supplies needed to perform tasks for the above fee			72.12333333
Total Cost to perform tasks for the above fee			$ 208.99
Proposed New Fee Amount		Current Fee $172/day	**208.00**

Lowden Park - Tent Camping

TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee			0
Accounting	15	minutes	0.25
Maintenance	0	minutes	0
Value of time			$ 12.78
Supplies needed to perform tasks for the above fee			3.95196347
Total Cost to perform tasks for the above fee			$ 16.74
Proposed New Fee Amount		Current Fee $10/day	**16.00**

Hayfork Park - Sports Field

TC Code 2.64.050 Buildings & Grounds

	FWL Rate	% of who performs	Weighted Average
			$ -

Time to perform tasks for the above fee			
GHVPRD manages Hayfork facilities for revenues	0	minutes	0
Value of time			$ -
Supplies needed to perform tasks for the above fee			148.6666667
Total Cost to perform tasks for the above fee			$ 148.67
Proposed New Fee Amount		Current Fee $86/day	**148.00**

Hayfork Park - Main Area — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
					$ -
Time to perform tasks for the above fee					
GHVPRD manages Hayfork facilities for revenues			0 minutes		0
Value of time					$ -
Supplies needed to perform tasks for the above fee					148.6666667
Total Cost to perform tasks for the above fee					$ 148.67
Proposed New Fee Amount				Current Fee $92/day	**148.00**

Hayfork Park - Farmers' Market — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
					$ -
Time to perform tasks for the above fee					
GHVPRD manages Hayfork facilities for revenues			0 minutes		0
Value of time					$ -
Supplies needed to perform tasks for the above fee					100.35
Total Cost to perform tasks for the above fee					$ 100.35
Proposed New Fee Amount				Current Fee $60/day	**100.00**

Junction City Park - Sports Field — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	100%	$ 75.25
Time to perform tasks for the above fee					0
Accounting			30 minutes		0.5
Maintenance			75 minutes		1.25
Value of time					$ 119.63
Supplies needed to perform tasks for the above fee					14.81481481
Total Cost to perform tasks for the above fee					$ 134.45
Proposed New Fee Amount				Current Fee $86/day	**134.00**

Junction City Park - Rodeo Arena					TC Code 2.64.050 Buildinç	$92
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	100%	$	75.25
Time to perform tasks for the above fee						
Accounting			30 minutes			0.5
Maintenance			75 minutes			1.25
Value of time					$	119.63
Supplies needed to perform tasks for the above fee						14.81481481
Total Cost to perform tasks for the above fee					$	134.45
Proposed New Fee Amount				Current Fee $92/day		**134.00**

Junction City Park - Main Area					TC Code 2.64.050 Buildinç	$92
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	100%	$	75.25
Time to perform tasks for the above fee						
Accounting			30 minutes			0.5
Maintenance			75 minutes			1.25
Value of time					$	119.63
Supplies needed to perform tasks for the above fee						14.81481481
Total Cost to perform tasks for the above fee					$	134.45
Proposed New Fee Amount				Current Fee $92/day		**134.00**

Junction City Park - Whole Park — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	100%	$ 75.25

Time to perform tasks for the above fee

Accounting	30	minutes	0.5
Maintenance	225	minutes	3.75

Value of time	$ 307.76
Supplies needed to perform tasks for the above fee	44.44444444
Total Cost to perform tasks for the above fee	$ 352.21

Proposed New Fee Amount — Current Fee $400/day — **352.00**

Veterans' Memorial Hall - Auditorium — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee

Accounting	60	minutes	1
Maintenance	30	minutes	0.5

Value of time	$ 79.71
Supplies needed to perform tasks for the above fee	22.20048611
Total Cost to perform tasks for the above fee	$ 101.91

Proposed New Fee Amount — Current Fee $87.40/day — **101.00**

Veterans' Memorial Hall - Kitchen — TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee

Accounting	60 minutes	1
Maintenance	30 minutes	0.5

Value of time	$ 79.71
Supplies needed to perform tasks for the above fee	55.50121528
Total Cost to perform tasks for the above fee	$ 135.21

Proposed New Fee Amount — Current Fee $120/day — **135.00**

Veterans' Memorial Hall - Conference Room — TC Code 2.64.050 Buildinç — $28.75

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee

Accounting	60 minutes	1
Maintenance	30 minutes	0.5

Value of time	$ 79.71
Supplies needed to perform tasks for the above fee	11.10024306
Total Cost to perform tasks for the above fee	$ 90.81

Proposed New Fee Amount — Current Fee $28.75/day — **90.00**

Security Deposit Exhibit A

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14

Time to perform tasks for the above fee

Accounting	40	minutes	0.666666667
Value of time			$ 34.09
Supplies needed to perform tasks for the above fee			316
Total Cost to perform tasks for the above fee			$ 350.09

Proposed New Fee Amount Current Fee $300 **350.00**

Key Deposit TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14

Time to perform tasks for the above fee

Time to perform tasks for the above fee	40	minutes	0.666666667
Value of time			$ 34.09
Supplies needed to perform tasks for the above fee			66
Total Cost to perform tasks for the above fee			$ 100.09

Proposed New Fee Amount Current Fee $50 **100.00**

All Other Rentals - Cemeteries TC Code 2.64.050 Buildings & Grounds

			FWL Rate	% of who performs	Weighted Average
Facilities Operations Superintendent	E-2	a	$ 75.25	34%	$ 25.59
Lead Maintenance Worker	E-2	a	$ 51.63	33%	$ 17.04
Maintenance Worker II	E-2	a	$ 44.03	33%	$ 14.53
					$ 57.15

Time to perform tasks for the above fee	60	minutes	1
Value of time			$ 57.15
Supplies needed to perform tasks for the above fee			50
Total Cost to perform tasks for the above fee			$ 107.15

Proposed New Fee Amount Current Fee $50 plu $42.5 **108.00**

Cemetery Single Plot - Non-Resident				13.08.040 Cemeteries		
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Time to perform tasks for the above fee			210 minutes			3.5
Value of time					$	178.98
Supplies needed to perform tasks for the above fee						1821.86
Total Cost to perform tasks for the above fee					$	2,000.84
Proposed New Fee Amount				Current Fee $1,250		**2000.00**

Cemetery Single Plot - Resident				13.08.040 Cemeteries		
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Time to perform tasks for the above fee			210 minutes			3.5
Value of time					$	178.98
Supplies needed to perform tasks for the above fee						1421.86
Total Cost to perform tasks for the above fee					$	1,600.84
Proposed New Fee Amount				Current Fee $1,250		**1600.00**

Cemetery Double Plot - Non-Resident				13.08.040 Cemeteries		
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Time to perform tasks for the above fee			210 minutes			3.5
Value of time					$	178.98
Supplies needed to perform tasks for the above fee						2321.86
Total Cost to perform tasks for the above fee					$	2,500.84
Proposed New Fee Amount						**2500.00**

Cemetery Double Plot - Resident 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			210 minutes		3.5
Value of time					$ 178.98
Supplies needed to perform tasks for the above fee					1821.86
Total Cost to perform tasks for the above fee					$ 2,000.84
Proposed New Fee Amount					**2000.00**

Cemetary Cremains Plot - Non-Resident 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			210 minutes		3.5
Value of time					$ 178.98
Supplies needed to perform tasks for the above fee					321.86
Total Cost to perform tasks for the above fee					$ 500.84
Proposed New Fee Amount					**500.00**

Cemetary Cremains Plot - Resident 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			210 minutes		3.5
Value of time					$ 178.98
Supplies needed to perform tasks for the above fee					221.86
Total Cost to perform tasks for the above fee					$ 400.84
Proposed New Fee Amount					**400.00**

Second Use Fee - Non-Resident — 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			210 minutes		3.5
Value of time					$ 178.98
Supplies needed to perform tasks for the above fee					71.86
Total Cost to perform tasks for the above fee					$ 250.84
Proposed New Fee Amount					**250.00**

Second Use Fee - Resident — 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			210 minutes		3.5
Value of time					$ 178.98
Supplies needed to perform tasks for the above fee					21.86
Total Cost to perform tasks for the above fee					$ 200.84
Proposed New Fee Amount					**200.00**

Contract Development Fee — 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			70 minutes		1.166666667
Value of time					$ 59.66
Supplies needed to perform tasks for the above fee					3.86
Total Cost to perform tasks for the above fee					$ 63.52
Proposed New Fee Amount					**64.00**

Burial Records Processing Fee				13.08.040 Cemeteries		$36
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Time to perform tasks for the above fee			70 minutes			1.166666667
Value of time					$	59.66
Supplies needed to perform tasks for the above fee						3.86
Total Cost to perform tasks for the above fee					$	63.52
Proposed New Fee Amount						**64.00**

Service Billing Charge				13.08.040 Cemeteries		$5
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Time to perform tasks for the above fee			70 minutes			1.166666667
Value of time					$	59.66
Supplies needed to perform tasks for the above fee						3.86
Total Cost to perform tasks for the above fee					$	63.52
Proposed New Fee Amount						**64.00**

Children's Plot (12 years or younger)- Non-Resident				13.08.040 Cemeteries		
			FWL Rate	% of who performs		Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$	51.14
Time to perform tasks for the above fee			210 minutes			3.5
Value of time					$	178.98
Supplies needed to perform tasks for the above fee						221.86
Total Cost to perform tasks for the above fee					$	400.84
Proposed New Fee Amount						**400.00**

Children's Plot (12 years or younger)- Resident 13.08.040 Cemeteries

			FWL Rate	% of who performs	Weighted Average
Accounting Technician II	E-2	a	$ 51.14	100%	$ 51.14
Time to perform tasks for the above fee			210 minutes		3.5
Value of time					$ 178.98
Supplies needed to perform tasks for the above fee					141.86
Total Cost to perform tasks for the above fee					$ 320.84
Proposed New Fee Amount					**320.00**

General Services Hourly Charges by staff member

			FWL Rate	% of who performs	Weighted Average	
Facilities Oper Super	E-2	a	$ 75.25	100%	$ 75.25	$ 75.00
Acct Tech II			$ 51.14	100%	$ 51.14	$ 51.00
Maint Worker II			$ 51.63	100%	$ 51.63	$ 51.00
Maint Worker I			$ 44.03	100%	$ 44.03	$ 44.00
Custodian			$ 49.78	100%	$ 49.78	$ 49.00
Custodian			$ 49.32	100%	$ 49.32	$ 49.00
Custodian			$ 46.64	100%	$ 46.64	$ 46.00
Maint Worker I			$ 34.67	100%	$ 34.67	$ 34.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount **Fee will vary by work required**

Calculated with Hourly Rates at 7/1/2020

		Dept Head 100%	General 100%	General 100%	General 100%
Employee ID No.	C3	1144	1224	2017	2289
Hourly Base Rate **& out of class (if appl.)** NOTE 1	C3	42.26	38.25	28.70	24.72
Cell phone- er	C3				
Deferred Comp. - er NOTE 2	C3	1.56			
Medical Plan Monthly Contribution - er NOTE 3	C3	802.02	802.02	802.02	802.02
Liuna Retirement - er	C3				
Life Insurance Monthly - er	C3	16.00	8.00	8.00	8.00
Dental Monthly - er	C3	41.50	41.50	41.50	41.50
Vision Monthly - er	C3	10.74	10.74	10.74	10.74
Cash in leiu NOTE 4	C3				
Retirement Percentage NOTE 5		0.41	0.41	0.41	0.41
Additional Retirement Percentage NOTE 5					
Worker's Comp Percentage NOTE 6		0.44	0.44	0.44	0.44
OPEB Hourly NOTE 7		8.23	8.23	8.23	8.23
UAL NOTE 8		N/A	N/A	N/A	N/A
Social Security NOTE 9		0.06	0.06	0.06	0.06
Medicare NOTE 9		0.01	0.01	0.01	0.01
Unemployment Insurance NOTE 10		490.00	490.00	490.00	490.00
Indirect Costs NOTE 11		-	-	-	-
Insurance Costs NOTE 12		-	-	-	-

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical a

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 68,436.79	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee		A/(BxC)	$ 8.23	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 3,620.00	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage		A/(BxC)	0.4351	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ -	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee		A/(BxC)	$ -	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ -	A	
Number of Employees in department	A		4.00	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee		A/(BxC)	$ -	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

Calculated with Hourly Rates at 7/1/2020

Employee ID		(A) PERS. FILE HIRE DATE	(B) Years of Svc.	(E) NOTE 1 Sick Leave	104 Holiday Leave	(F) NOTE 2 Pers. Leave	(I = J x 12) Vacation Accrual Per Year	(J) H Vacation Accrual Per Pay Per.	(K = C to I) Total Non-avail. Hours	(L=2080-K) Total Available Hours	
1144	1	10/9/2001	18.74	96	104	48	160	13.33000	408	1,672	Billing Rates-1
1224	1	5/7/2013	7.16	96	104	8	120	10.00000	328	1,752	Billing Rates-1
2017	1	6/10/2002	18.07	96	104	8	160	13.33000	368	1,712	Billing Rates-1
2289	1	6/20/2016	4.03	96	104	8	80	6.67000	288	1,792	Billing Rates-1

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

	Network Administrator	ISS, Senior	ISS - III	ISS - II
Hourly Base	$ 87,894.00	$ 79,554.00	$ 59,686.00	$ 51,411.00
Cell phone - er	-	-	-	-
Deferred Comp. - In-leiu	3,240.00	-	-	-
Medical Plan Contribution - er	9,624.24	9,624.24	9,624.24	9,624.24
Liuna Retirement - er	-	-	-	-
Life Insurance - er	192.00	96.00	96.00	96.00
Dental - er	498.00	498.00	498.00	498.00
Vision - er	128.88	128.88	128.88	128.88
Cash in-leiu	-	-	-	-
Retirement Percentage	35,607.62	32,228.92	24,179.99	20,827.62
Additional Retirement Percentage	-	-		-
Worker's Comp	905.01	905.01	905.01	905.01
OPEB	17,109.25	17,109.25	17,109.25	17,109.25
UAL	N/A	N/A	N/A	N/A
Social Security	5,449.43	4,932.35	3,700.53	3,187.48
Medicare	1,274.46	1,153.53	865.45	745.46
Unemployment Insurance	490.00	490.00	490.00	490.00
Indirect Costs	-	-	-	-
Insurance Costs	-	-	-	-
Subtotal	162,412.88	146,720.17	117,283.35	105,022.94
Actual working hours	1,672	1,752	1,712	1,792
Fully weighted billing rate - before supplies	$ 97.13	$ 83.74	$ 68.51	$ 58.61
Rounded hourly rate	**97.13**	**83.74**	**68.51**	**58.61**

Contracts for IT services

			FWL Rate	% of who performs	Weighted Average	Rounded
Network Administrator	E-2	a	$ 97.13	100%	$ 97.13	$ 97.00
Info Systems Specialist, Senior	E-2	a	$ 83.74	100%	$ 83.74	$ 83.00
Info Systems Specialist, 3	E-2	a	$ 68.51	100%	$ 68.51	$ 68.00
Info Systems Specialist, 2	E-2	a	$ 58.61	100%	$ 58.61	$ 58.00
					$ 307.99	$ 308.00

Time to perform tasks for the above fee	0 minutes	0
Value of time		$ -
Supplies needed to perform tasks for the above fee		0
Total Cost to perform tasks for the above fee		$ -

Proposed New Fee Amount

Fully Weighted hourly rate for specific employee plus all project costs

Calculated with Hourly Rates at 7/1/2020		PH Branch Director	Program Mgr 1	Comm Health Nurse 2	Comm Health Nurse 1	PH Analyst 2	Business Mgr	Health Prog Crd 2	Health Prog Crd 2	Comm Health Wrk 2	Admin Coord 2	Comm Health Wrk 2	Public Health Nurse 3	Acct Tech 1	vacant
		Management	Management	General	General	General	General	General	General	General	General	General	General	General	General
		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Employee ID No.	C3	2317	869	2066	2267	2271	2371	2265	2356	1231	2030	2124			
Hourly Base Rate **& out of class (if appl.)** **NOTE 1**	C3	43.98	34.29	35.26	26.42	24.46	23.56	23.21	21.23	21.18	17.90	21.91	29.00	19.00	18.00
Cell phone- er	C3														
Deferred Comp. - er **NOTE 2**	C3	1.32	1.03												
Medical Plan Monthly Contribution - er **NOTE 3**	C3	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02	802.02
Liuna Retirement - er	C3	1.12	1.12	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
Life Insurance Monthly - er	C3	13.44	13.44	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Dental Monthly - er	C3	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50
Vision Monthly - er	C3	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74	10.74
Cash in leiu **NOTE 4**	C3														
Retirement Percentage **NOTE 5**		0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Additional Retirement Percentage **NOTE 5**															
Worker's Comp Percentage **NOTE 6**		0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41
OPEB Hourly **NOTE 7**		8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23
UAL **NOTE 8**		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Social Security **NOTE 9**		0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
Medicare **NOTE 9**		0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Unemployment Insurance **NOTE 10**		490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00
Indirect Costs **NOTE 11**		1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39	1.39
Insurance Costs **NOTE 12**		0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for Dental

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16/17

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments. FY 2019-2020 Indirect Costs used as last available

NOTE 12 - Insurance Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 239,528.77	A	
Number of Employees in department	A		14.00	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee	A/(BxC)		$ 8.23	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 11,798.00	A	
Number of Employees in department	A		14.00	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage	A/(BxC)		0.4052	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ 40,333.00	A	
Number of Employees in department	A		14.00	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee	A/(BxC)		$ 1.39	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ 1,311.60	A	
Number of Employees in department	A		14.00	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee	A/(BxC)		$ 0.05	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

Calculated with Hourly Rates at 7/1/2020

Employee ID		(A) PERS. FILE HIRE DATE	(B) Years of Svc.	(E) NOTE 1 Sick Leave	104 Holiday Leave	(F) NOTE 2 Pers. Leave	(I = J x 12) Vacation Accrual Per Year	(J) H Vacation Accrual Per Pay Per.	(K = C to I) Total Non-avail. Hours	(L=2080-K) Total Available Hours	
2317	1	11/14/2016	3.63	96	104	48	80	6.67000	328	1,752	Billing Rates-1
869	1	7/1/1999	21.02	96	104	48	160	13.33000	408	1,672	Billing Rates-1
2066	1	3/6/2013	7.33	96	104	8	120	10.00000	328	1,752	Billing Rates-1
2267	1	1/4/2016	4.49	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2271	1	1/4/2016	4.49	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2371	1	2/1/2018	2.41	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2265	1	12/1/2015	4.59	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2356	1	10/19/2017	2.70	96	104	8	80	6.67000	288	1,792	Billing Rates-1
1231	1	1/3/2008	12.50	96	104	8	136	11.33000	344	1,736	Billing Rates-1
2030	1	12/10/2018	1.56	96	104	8	80	6.67000	288	1,792	Billing Rates-1
2124	1	12/2/2013	6.58	96	104	8	120	10.00000	328	1,752	Billing Rates-1
0	1		120.58	96		8	80	6.67000	184	1,896	Billing Rates-1
0	1		120.58	96		8	80	6.67000	184	1,896	Billing Rates-1
0	1		120.58	96		8	80	6.67000	184	1,896	Billing Rates-1

	vacation earned per period	vacation days earned per year
Years 0 - 4.9	6.67	10
Years 5 - 8.9	10.00	15
Years 9 - 13.9	11.33	17
Years 14 plus	13.33	20

	PH Branch Director	Program Mgr 1	Comm Health Nurse	Comm Health Nurse 1	PH Analyst 2	Business Mgr	Health Prog Crd 2	Health Prog Crd 2	Comm Health Wrk 2	Admin Coord 2	Comm Health Wrk 2	Public Health Nurse 3	Acct Tech 1	
Hourly Base	$ 91,478.00	$ 71,332.00	$ 73,334.00	$ 54,952.00	$ 50,881.00	$ 49,005.00	$ 48,284.00	$ 44,160.00	$ 44,063.00	$ 37,237.00	$ 45,574.00	$ 60,320.00	$ 39,520.00	$ 37,440.00
Cell phone - er	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Comp. - In-leiu	2,744.34	2,139.96	-	-	-	-	-	-	-	-	-	-	-	-
Medical Plan Contribution - er	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24
Liuna Retirement - er	2,329.60	2,329.60	270.40	270.40	270.40	270.40	270.40	270.40	270.40	270.40	270.40	270.40	270.40	270.40
Life Insurance - er	161.28	161.28	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00
Dental - er	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00	498.00
Vision - er	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88	128.88
Cash in-leiu	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retirement Percentage	37,059.57	28,898.02	29,709.07	22,262.15	20,612.91	19,852.91	19,560.81	17,890.10	17,850.80	15,085.45	18,462.94	24,436.84	16,010.34	15,167.69
Additional Retirement Percentage	-	-		-	-	-	-	-	-	-	-	-	-	-
Worker's Comp	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82	842.82
OPEB	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25
UAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Social Security	5,671.64	4,422.58	4,546.71	3,407.02	3,154.62	3,038.31	2,993.61	2,737.92	2,731.91	2,308.69	2,825.59	3,739.84	2,450.24	2,321.28
Medicare	1,326.43	1,034.31	1,063.34	796.80	737.77	710.57	700.12	640.32	638.91	539.94	660.82	874.64	573.04	542.88
Unemployment Insurance	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00
Indirect Costs	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01	2,881.01
Insurance Costs	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60
Subtotal	172,438.65	141,985.55	140,687.31	113,452.17	107,420.50	104,640.98	103,572.73	97,462.53	97,318.81	87,205.28	99,557.54	121,405.51	90,587.81	87,506.04
Actual working hours	1,752	1,672	1,752	1,792	1,792	1,792	1,792	1,792	1,736	1,792	1,752	1,896	1,896	1,896
Fully weighted billing rate - before supplies	$ 98.43	$ 84.92	$ 80.30	$ 63.31	$ 59.95	$ 58.39	$ 57.80	$ 54.39	$ 56.06	$ 48.66	$ 56.83	$ 64.03	$ 47.78	$ 46.15
Rounded hourly rate	**98.43**	**84.92**	**80.30**	**63.31**	**59.95**	**58.39**	**57.80**	**54.39**	**56.06**	**48.66**	**56.83**	**64.03**	**47.78**	**46.15**

Medical Marijuana Card - Regular (Non-Medi-Cal)				H&SC 11362.755		Max fee $100 ($50 if on Medi-Cal)	
			FWL Rate	% of who performs	Weighted Average	Rounded	
Community Health Worker 2	E-2	a	$ 56.06	100%	$ 56.06		
					$ 56.06	$ 57.00	
Time to perform tasks for the above fee							
Application, doctor/patient verification, Photo & registratior			60 minutes		1		
Value of time					$ 56.06		
Supplies needed to perform tasks for the above fee					5		
Total Cost to perform tasks for the above fee					$ 61.06		
Proposed New Fee Amount					**61.00**		

Medical Marijuana Card - Medi-Cal				H&SC 11362.755		Max fee $100 ($50 if on Medi-Cal)	
			FWL Rate	% of who performs	Weighted Average	Rounded	
Community Health Worker 2	E-2	a	$ 56.06	100%	$ 56.06		
					$ 56.06	$ 57.00	
Time to perform tasks for the above fee							
Application, doctor/patient verification, Photo & registratior			60 minutes		1		
Value of time					$ 56.06		
Supplies needed to perform tasks for the above fee					5		
Total Cost to perform tasks for the above fee					$ 61.06		
Proposed New Fee Amount					**50.00**		

Tuberculin Skin Testing (TB Screening) CA H&S 121360.5

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	10%	$ 9.84	
Community Health Nurse	E-2	a	$ 80.30	90%	$ 72.27	
					$ 82.11	$ 83.00
Admin Coordinator II	E-2	a	$ 48.66	90%	$ 43.80	

Time to perform tasks for the above fee

Inspect medical supply shipments	30 minutes	0.5
Patient Intake	12 minutes	0.2
Tuberculin Administration	6 minutes	0.1
Patient Outake, system reporting	12 minutes	0.2

Value of time	$ 47.63
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 72.63
Proposed New Fee Amount	**72.00**

Hepatitis A Vaccine

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	10%	$ 9.84	
Community Health Nurse	E-2	a	$ 80.30	90%	$ 72.27	
					$ 82.11	$ 83.00
Admin Coordinator II	E-2	a	$ 48.66	90%	$ 43.80	

Time to perform tasks for the above fee

Inspect medical supply shipments	60 minutes	1
Patient Intake	24 minutes	0.4
Vaccine Administration	12 minutes	0.2
Patient Outake, system reporting	24 minutes	0.4

Value of time	$ 95.26
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 120.26
Proposed New Fee Amount	**120.00**

Hepatitis B Vaccine

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	10%	$ 9.84	
Community Health Nurse	E-2	a	$ 80.30	90%	$ 72.27	
					$ 82.11	$ 83.00
Admin Coordinator II	E-2	a	$ 48.66	90%	$ 43.80	

Time to perform tasks for the above fee

Inspect medical supply shipments	60 minutes	1
Patient Intake	24 minutes	0.4
Vaccine Administration	12 minutes	0.2
Patient Outake, system reporting	24 minutes	0.4

Value of time	$ 95.26
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 120.26
Proposed New Fee Amount	**120.00**

TDAP Vaccine

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	10%	$ 9.84	
Community Health Nurse	E-2	a	$ 80.30	90%	$ 72.27	
					$ 82.11	$ 83.00
Admin Coordinator II	E-2	a	$ 48.66	90%	$ 43.80	

Time to perform tasks for the above fee

Inspect medical supply shipments	60 minutes	1
Patient Intake	24 minutes	0.4
Vaccine Administration	12 minutes	0.2
Patient Outake, system reporting	24 minutes	0.4

Value of time	$ 95.26
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 120.26
Proposed New Fee Amount	**120.00**

Influenza Vaccine

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	10%	$ 9.84	
Community Health Nurse	E-2	a	$ 80.30	90%	$ 72.27	
					$ 82.11	$ 83.00
Admin Coordinator II	E-2	a	$ 48.66	90%	$ 43.80	

Time to perform tasks for the above fee

Inspect medical supply shipments	60 minutes	1
Patient Intake	24 minutes	0.4
Vaccine Administration	12 minutes	0.2
Patient Outake, system reporting	24 minutes	0.4

Value of time	$ 95.26
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 120.26
Proposed New Fee Amount	**120.00**

Vaccines for Children (VFC)/317 Vaccines Admin Fees FR 441.615 Cannot exceed state's regional costs

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	10%	$ 9.84	
Community Health Nurse	E-2	a	$ 80.30	90%	$ 72.27	
					$ 82.11	$ 83.00
Admin Coordinator II	E-2	a	$ 48.66	90%	$ 43.80	

Time to perform tasks for the above fee

Inspect medical supply shipments	60 minutes	1
Patient Intake	24 minutes	0.4
Vaccine Administration	12 minutes	0.2
Patient Outake, system reporting	24 minutes	0.4

Value of time	$ 95.26
Supplies needed to perform tasks for the above fee	25
Total Cost to perform tasks for the above fee	$ 120.26
Proposed New Fee Amount	**120.00**

Public Health Hourly Charges by staff member

			FWL Rate	% of who performs	Weighted Average	Rounded
PH Branch Director	E-2	a	$ 98.43	100%	$ 98.43	$ 98.00
Program Mgr 1			$ 84.92	100%	$ 84.92	$ 84.00
Comm Health Nurse			$ 80.30	100%	$ 80.30	$ 80.00
Comm Health Nurse 1			$ 63.31	100%	$ 63.31	$ 63.00
PH Analyst 2			$ 59.95	100%	$ 59.95	$ 59.00
Business Mgr			$ 58.39	100%	$ 58.39	$ 58.00
Health Prog Crd 2			$ 57.80	100%	$ 57.80	$ 57.00
Health Prog Crd 2			$ 54.39	100%	$ 54.39	$ 54.00
Comm Health Wrk 2			$ 56.06	100%	$ 56.06	$ 56.00
Admin Coord 2			$ 48.66	100%	$ 48.66	$ 48.00
Comm Health Wrk 2			$ 56.83	100%	$ 56.83	$ 56.00
Public Health Nurse 3			$ 64.03	100%	$ 64.03	$ 64.00
Acct Tech 1	E-2	a	$ 47.78	100%	$ 47.78	$ 47.00

Time to perform tasks for the above fee

Hourly rates times number of hours should be used to recover costs

Drive time should be recovered at fully weighted labor rate times round trip time

Staff should also recover the cost of any specific supplies used to complete the required work

Proposed New Fee Amount **Fee will vary by work required**

TRINITY COUNTY SOLID WASTE
2013 Fee Increase Proposal

MSW Total estimated tons:	***8,800***

OPERATING COSTS:	TOTAL COST PER YEAR	TOTAL COST PER TON	SOLID WASTE DISPOAL FEE CHART: TOTAL FEE PER CU YD	TOTAL FEE PER CONTAINER SIZE: 15 gal (0.08cy)	33 gal (0.16cy)	45 gal (0.22cy)	55 gal (0.27cy)	TOTAL FEE PER TON
			(1.00 cy)					
Direct Salary & Benefits	$ 1,108,103.14	$ 125.92						
Equipment maintenance	$ 53,259.41	$ 6.05						
Fuel and transfer site travel costs	$ 104,000.00	$ 11.82						
Uniforms	$ 3,800.00	$ 0.43						
Maintenance of Structures	$ 50,000.00	$ 5.68						
Professional Services	$ 229,000.00	$ 26.02						
Physicals	$ 1,500.00	$ 0.17						
Small Tools	$ 2,000.00	$ 0.23						
Special Dept Expense	$ 35,000.00	$ 3.98						
Anderson Landfill disposal costs & hauling	$ 530,000.00	$ 60.23						
Vehicle deprec & Insurance	$ 349,998.00	$ 39.77						
TOTAL	$ 2,466,660.55	$ 280.30	$ 28	$ 2	$ 4	$ 6	$ 7	$ 280

Disposal history:

2016-17 tons =	8,217
2017-18 tons =	7,889
2018-19 tons =	8,120
2019-20 tons =	8,244
2020-21 tons =	8,551
2021-22 tons =	7,409

MSW FEE FOR SMALL PICKUP TRUCKS	CuYd	TOTAL FEE		CuYd	TOTAL FEE
Short Bed 1/2 bed high =	0.65	$ 18	Long Bed 1/2 bed high =	0.75	$ 21
Short Bed bed high =	1.3	$ 36	Long Bed bed high =	1.5	$ 42
Short Bed 1/2 cab high =	1.5	$ 42	Long Bed 1/2 cab high =	1.7	$ 48
Short Bed cab high =	3.0	$ 84	Long Bed cab high =	3.5	$ 98

MSW FEE FOR LARGE PICKUP TRUCKS	CuYd	TOTAL FEE		CuYd	TOTAL FEE
Short Bed 1/2 bed high =	1.1	$ 30	Long Bed 1/2 bed high =	1.4	$ 39
Short Bed bed high =	2.1	$ 58	Long Bed bed high =	2.8	$ 78
Short Bed 1/2 cab high =	2.2	$ 61	Long Bed 1/2 cab high =	3.1	$ 87
Short Bed cab high =	4.4	$ 123	Long Bed cab high =	5.8	$ 162

SPECIAL WASTE ITEMS	FEE PER CU YD	FEE PER TON					
Concrete/Asphalt **(Wvle Inert Cell Only)**	$ 6	$ 41	8.0	Man hours/year	$ 20	Equip/hr	
Construction/Demolition **(Wvle Only)**	$ 41	$ 280					
Clean Brush	$ 5	$ 33					
Metal Waste (excluding White Metals)	$ 7	$ 38	100.0	Man hours/year	$ 20	Equip/hr	30 Hrs/yr
Auto Bodies (**HAYFORK ONLY**)	$ 38						
Choker Cable (ONLY if cut in 3 ft lengths)	$ 7	$ 38					
White Metals (with Refrigerant) each	$ 40						
White Metals (without Refrigerant) each	$ 25						
Fluorescent Lights:							
4 ft tube (each)	$ 1						
8 ft tube (each)	$ 2						
CFL bulbs	No charge						

Tires:	Off Rim	With Rim
Motorcycle	$ 2	not accepted with rim
Passenger	$ 4	$ 8.0
Commercial to 25"	$ 12	not accepted with rim
Other large equipment sizes (at Solid Waste discretion)	$ 25	not accepted with rim

DIRECT LABOR CHARGES	TOTAL FEE PER HOUR	
Average Direct Salary & Benefits per operations man hour (11 FTE)	$ 48	
Locked Gate/miscellaneous return on route (.25 hour)	$ 12	
Locked Gate/miscellaneous return off route (.25 hour + mileage fee)	$ 17	
Extended service fee (past pavement, locked gates, misc) .25 hour increments, as quoted	$ 12	
TRUCK/EQUIPMENT FEES	$ 5	PER MILE/HOUR
Fuel surcharge per mile when fuel is over $6.00 per gallon	$ 2	
Container Fee, additional per day	$ 20	

OVERWEIGHT FEE	FEE PER TON	DIRECT LABOR PER HOUR
Actual weight (per ton) PLUS Extra Direct Labor Charge	$ 280	$ 48

CERTIFIED WEIGHT CERTIFICATE	
Average Direct Salary & Benefits per attendant man hour (.25 hr)	$ 15

SPECIALTY ITEM DISPOSAL, ADDITIONAL FEES
Any additional fees incurred due to the nature of the waste characterization will be billed at cost (profile fees, overweight fees, environmental and regulatory fees, additional contaminants, etc.)

RESEARCH FEE FOR CUSTOMER ACCOUNT INQUIRIES	TOTAL FEE PER HOUR
Average Direct Salary & Benefits per admin man hour (3 FTE)	$ 45
RETURNED CHECK FEE	$ 35

CHARGE ACCOUNT MAINTENANCE FEE	MONTHLY FEE
Labor to maintain Charge Accounts	$ 0.88
Supplies (paper, envelopes, postage)	$ 0.71
	$ 1.50

Calculated with Hourly Rates at 7/1/2020		Treasurer/Tax-Collecto	Accountant 1	Account Tech 2	Account Tech 1	Account Tech 1
		Elected	General	General	General	General
		100%	100%	100%	100%	100%
Employee ID No.	C3	1752	1641	1802	2286	2416
Hourly Base Rate **& out of class (if appl.)** **NOTE 1**	C3	51.76	27.77	19.80	17.74	17.96
Cell phone- er	C3					
Deferred Comp. - er **NOTE 2**	C3	1.56				
Medical Plan Monthly Contribution - er **NOTE 3**	C3	802.02	802.02	802.02	802.02	802.02
Liuna Retirement - er	C3		0.13	0.13	0.13	0.13
Life Insurance Monthly - er	C3	16.00	8.00	8.00	8.00	8.00
Dental Monthly - er	C3	41.50	41.50	41.50	41.50	41.50
Vision Monthly - er	C3	10.74	10.74	10.74	10.74	10.74
Cash in leiu **NOTE 4**	C3					
Retirement Percentage **NOTE 5**		0.41	0.41	0.41	0.41	0.41
Additional Retirement Percentage **NOTE 5**						
Worker's Comp Percentage **NOTE 6**		0.40	0.40	0.40	0.40	0.40
OPEB Hourly **NOTE 7**		8.23	8.23	8.23	8.23	8.23
UAL **NOTE 8**		N/A	N/A	N/A	N/A	N/A
Social Security **NOTE 9**		0.06	0.06	0.06	0.06	0.06
Medicare **NOTE 9**		0.01	0.01	0.01	0.01	0.01
Unemployment Insurance **NOTE 10**			490.00	490.00	490.00	490.00
Indirect Costs **NOTE 11**		-	-	-	-	-
Insurance Costs **NOTE 12**		-	-	-	-	-

NOTES

NOTE 1 - Hourly base rate is a weighted average of pay rates including step increases divided by 2,080 hours. If there is a COLA, then it should also be included here.

NOTE 2 - Deferred Comp for management is based on negotiated agreements and may also include an amount in-leiu of medical insurance.

NOTE 3 - Medical costs are currently capped by negotiated agreement at $850/employee, this amount is net of any dental or vision insurance amounts shown below + a budgeted admin fee of $2.41 for Medical and $1.85 for D

NOTE 4 - The cash in-leiu amount is a payout of cash instead of medical coverage or deferral.

NOTE 5 - Retirement Percentages are from the PERS Actuarial Report which provides the FY 20-21 actual miscellaneous and safety rates.
The retirement rates for the "FY to be billed" should always be used in this spreadsheet. Contact the Auditor's Office for those amounts.

NOTE 6 - Workers Compensation is calculated as a percent of regular salaries using the workers comp rates for the billable year (this year is FY 20-21).

NOTE 7 - OPEB is calculated as an hourly rate per employee, using the OPEB amounts for the billable year (FY 20-21) and dividing by the number of employees in the department and 2080 hours.

NOTE 8 - UAL is calculated as an hourly rate per employee, using the UAL amounts for the billable year (FY 16-17) and dividing by the number of employees in the department and 2080 hours; PAID OFF IN FY 16

NOTE 9 - Social Security and Medicare rate is verified to the IRS Website every January.

NOTE 10 - Unemployment is 7% of the first $7,000 earned. Not applicable to elected officers of the County

NOTE 11- Indirect Costs will be cost allocated from cost centers to the non-cost center departments

Other Post Employment Benefit NOTE 7

Other Post Employ. Benefits-Acct# 1301	C-12	a	$ 85,545.99	A	
Number of Employees in department	A		5.00	B	
Hours available per year			2,080	C	
OPEB cost per hour per employee	A/(BxC)		$ 8.23	Billing Rate-1	

Worker's Compensation Percentage NOTE 6

Workers Comp - Account #1500	C-14	b	$ 4,127.00	A	
Number of Employees in department	A		5.00	B	
Hours available per year			2,080	C	
Worker's Compensation Percentage	A/(BxC)		0.3968	Billing Rate-1	

Indirect Cost NOTE 11

Indirect Cost Allocation	C-16-18	c	$ -	A	
Number of Employees in department	A		5.00	B	
Hours available per year			2,080	C	
Indirect cost allocation per hour per employee	A/(BxC)		$ -	Billing Rate-1	

Insurance Cost NOTE 12

Insurance Cost Allocation	C-16-18	d	$ -	A	
Number of Employees in department	A		5.00	B	
Hours available per year			2,080	C	
Insurance cost per hour per employee	A/(BxC)		$ -	Billing Rate-1	

INFORMATION USED TO CALCULATE HOURLY RATE

Calculated with Hourly Rates at 7/1/2020

		(A)	(B)	(E)	104	(F)	(I = J x 12)	(J) H	(K = C to I)	(L=2080-K)				
Employee ID		PERS. FILE HIRE DATE	Years of Svc.	NOTE 1 Sick Leave	Holiday Leave	NOTE 2 Pers. Leave	Vacation Accrual Per Year	Vacation Accrual Per Pay Per.	Total Non-avail. Hours	Total Available Hours			vacation earned per period	vacation days earned per year
1752	1	10/11/2007	12.73				0		0	2,080	Billing Rates-1	Years 0 - 4.9	6.67	10
1641	1	11/28/2006	13.60	96	104	48	136	11.33000	384	1,696	Billing Rates-1	Years 5 - 8.9	10.00	15
1802	1	4/6/2015	5.24	96	104	48	120	10.00000	368	1,712	Billing Rates-1	Years 9 - 13.9	11.33	17
2286	1	11/27/2017	2.59	96	104	8	80	6.67000	288	1,792	Billing Rates-1	Years 14 plus	13.33	20
2416	1	12/10/2018	1.56	96	104	8	80	6.67000	288	1,792	Billing Rates-1			

	Treasurer/Tax-Collector	Accountant 1	Account Tech 2	Account Tech 1	Account Tech 1
Hourly Base	$ 107,667.00	$ 57,755.00	$ 41,178.00	$ 36,905.00	$ 37,350.00
Cell phone - er	-	-	-	-	-
Deferred Comp. - In-leiu	3,240.00	-	-	-	-
Medical Plan Contribution - er	9,624.24	9,624.24	9,624.24	9,624.24	9,624.24
Liuna Retirement - er	-	270.40	270.40	270.40	270.40
Life Insurance - er	192.00	96.00	96.00	96.00	96.00
Dental - er	498.00	498.00	498.00	498.00	498.00
Vision - er	128.88	128.88	128.88	128.88	128.88
Cash in-leiu	-	-	-	-	-
Retirement Percentage	43,618.06	23,397.71	16,682.03	14,950.95	15,131.23
Additional Retirement Percentage	-	-		-	-
Worker's Comp	825.34	825.34	825.34	825.34	825.34
OPEB	17,109.25	17,109.25	17,109.25	17,109.25	17,109.25
UAL	N/A	N/A	N/A	N/A	N/A
Social Security	6,675.35	3,580.81	2,553.04	2,288.11	2,315.70
Medicare	1,561.17	837.45	597.08	535.12	541.58
Unemployment Insurance		490.00	490.00	490.00	490.00
Indirect Costs	-	-	-	-	-
Insurance Costs	-	-	-	-	-
Subtotal	191,139.29	114,613.08	90,052.26	83,721.30	84,380.62
Actual working hours	2,080	1,696	1,712	1,792	1,792
Fully weighted billing rate - before supplies	$ 91.89	$ 67.58	$ 52.60	$ 46.72	$ 47.09
Rounded hourly rate	**91.89**	**67.58**	**52.60**	**46.72**	**47.09**

Copies of Tax Bills

				FWL Rate	% of who performs	Weighted Average	Rounded
				R&T §162		$1.00 plus actual costs	
Treasurer/Tax-Collector	E-2	a	$	91.89	2%	$ 1.84	
Accountant 1	E-2	a	$	67.58	3%	$ 2.03	
Account Tech 2	E-2	a	$	52.60	5%	$ 2.63	
Account Tech 1	E-2	a	$	46.72	45%	$ 21.02	
Account Tech 1	E-2	a	$	47.09	45%	$ 21.19	
						$ 48.71	$ 49.00

Time to perform tasks for the above fee

Receive request, research, print bill on preprinted form, prior year on microfish, find and print collect fee	5 minutes	0.083333333

Value of time	$ 4.06
Supplies needed to perform tasks for the above fee	1.65
Total Cost to perform tasks for the above fee	$ 5.71
Proposed New Fee Amount	**5.00**

Copy of Lien or Lien Release

				FWL Rate	% of who performs	Weighted Average	Rounded
				Gov §6253		Actual costs	
Treasurer/Tax-Collector	E-2	a	$	91.89	35%	$ 32.16	
Accountant 1	E-2	a	$	67.58	35%	$ 23.65	
Account Tech 2	E-2	a	$	52.60	30%	$ 15.78	
						$ 71.59	$ 72.00

Time to perform tasks for the above fee

Receive request, research, make copies, prepare letter, send to customer, mail or email, collect fee	60 minutes	1

Value of time	$ 71.59
Supplies needed to perform tasks for the above fee	1
Total Cost to perform tasks for the above fee	$ 72.59
Proposed New Fee Amount	**72.00**

Microfiche Copy of the Tax Roll

Gov §54985 | Actual costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Treasurer/Tax-Collector	E-2	a	$ 91.89	25%	$ 22.97	
Accountant 1	E-2	a	$ 67.58	75%	$ 50.68	
					$ 73.66	$ 74.00

Time to perform tasks for the above fee

Receive request, search, instruction letter to vendor, mail to vendor, receive package from vendor, review, mail letter & roll prepare payment coupon and process payment	60	minutes	1

Value of time $ 73.66

Supplies needed to perform tasks for the above fee 9 plus cost of microfiche

Total Cost to perform tasks for the above fee $ 82.66

Proposed New Fee Amount **82.00 plus cost of microfiche**

DMV or FAA Holds

R&T §3205; 2922 | Actual costs

			FWL Rate	% of who performs	Weighted Average	Rounded
Treasurer/Tax-Collector	E-2	a	$ 91.89	5%	$ 4.59	
Accountant 1	E-2	a	$ 67.58	5%	$ 3.38	
Account Tech 2	E-2	a	$ 52.60	80%	$ 42.08	
Account Tech 1	E-2	a	$ 46.72	5%	$ 2.34	
Account Tech 1	E-2	a	$ 47.09	5%	$ 2.35	
					$ 54.74	$ 55.00

Time to perform tasks for the above fee

Receive request, research Megabyte, verify/change mailing address, run reports in Megabyte, prepare holds and letters supervisor review & sign, mail holds with return envelope, update Megabyte when hold filed File hard copy of hold, provide payoff amount, process payment, mail and release hold post payment	various	minutes	#VALUE!

Value of time #VALUE!

Supplies needed to perform tasks for the above fee 3

Total Cost to perform tasks for the above fee #VALUE!

Proposed New Fee Amount Use hourly rates + costs **#VALUE!**

Installment Plan of Redemption

				R&T §4217	Actual costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Account Tech 2	E-2	a	$ 52.60	50%	$ 26.30	
Account Tech 1	E-2	a	$ 46.72	25%	$ 11.68	
Account Tech 1	E-2	a	$ 47.09	25%	$ 11.77	
					$ 49.75	$ 50.00

Time to perform tasks for the above fee

Request for installment plan >$500, research Megabyte, letter to taxpayer,Prepare/print installment plan agreement & estimate, print notices, mail notices, respond to questions, receive/process payment file, send delinquent notices, respond to questions, file, close paper file upon redemption	210	minutes	3.5

Value of time	$ 174.13
Supplies needed to perform tasks for the above fee	19
Total Cost to perform tasks for the above fee	$ 193.13
Proposed New Fee Amount	**193.00**

Additional Mobile Home Tax Clearance Certificate

				R&T §5832	Actual costs	
			FWL Rate	% of who performs	Weighted Average	Rounded
Account Tech 2	E-2	a	$ 52.60	34%	$ 17.88	
Account Tech 1	E-2	a	$ 46.72	33%	$ 15.42	
Account Tech 1	E-2	a	$ 47.09	33%	$ 15.54	
					$ 48.84	$ 49.00

Time to perform tasks for the above fee

Receive request, research Megabyte, copies of registratio log & deliver to Assessor, estimate tax at current year plus 2%, calculate total complete tax certificate, copy certificate & scan to planning, contact applicant for pick up, receive payment	75	minutes	1.25

Value of time	$ 61.05
Supplies needed to perform tasks for the above fee	6
Total Cost to perform tasks for the above fee	$ 67.05
Proposed New Fee Amount	**67.00**

Notice of Intent to File Lien and Delinquent Unsecured Collections - 1st & 2nd attempts)				R&T §2922(e)	Actual costs
			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	20%	$ 18.38
Account Tech 2	E-2	a	$ 52.60	80%	$ 42.08
					$ 60.46

Time to perform tasks for the above fee

Run delinquent report Megabyte, research delinquency	120 minutes	2
verify/change mailing address, print list and notices, mail notices with return envelope, print liens (Megabyte)		
Supervisor review and sign liens, record lien and update Megabyte, file, DMV boat holds, FTB intercept		
update Megabyte with DMV and FTB requests, provide estimate for payoff, lien extension and lien release		

Value of time	$ 120.92
Supplies needed to perform tasks for the above fee	3
Total Cost to perform tasks for the above fee	$ 123.92
Proposed New Fee Amount	**61.50**

Map/Lot Line Adjustment Security Bond				Gov §66018 & 54985	Actual costs
			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	10%	$ 9.19
Accountant 1	E-2	a	$ 67.58	10%	$ 6.76
Account Tech 2	E-2	a	$ 52.60	10%	$ 5.26
Account Tech 1	E-2	a	$ 46.72	35%	$ 16.35
Account Tech 1	E-2	a	$ 47.09	35%	$ 16.48
					$ 54.04

Time to perform tasks for the above fee

Receive request, update master log, research Megabyte,	90 minutes	1.5
prepare and deliver packet to Assesor, when packet is returned review for completeness,		
compute tax, notify taxpayer or agent, receive and receipt payment or security deposit, sign & date tax clearance cert		
Fax paperwork to planning department, apply security deposit to new tax bill, if sufficient, else contact taxpayer		

Value of time	$ 81.06
Supplies needed to perform tasks for the above fee	1
Total Cost to perform tasks for the above fee	$ 82.06
Proposed New Fee Amount	**82.00**

Photocopy Fee - per page				Gov §54985	Actual costs
			FWL Rate	% of who performs	Weighted Average
Account Tech 1	E-2	a	$ 46.72	50%	$ 23.36
Account Tech 1	E-2	a	$ 47.09	50%	$ 23.54
					$ 46.90

Time to perform tasks for the above fee		
Receive document, copy, return to customer, prepare letter or fax (if needed), complete receipt	2 minutes	0.033333333
Value of time		$ 1.56
Supplies needed to perform tasks for the above fee		1
Total Cost to perform tasks for the above fee		$ 2.56
Proposed New Fee Amount		**2.00**

Properties Subject to Power to Sell				R&T §4656.5, 4672, 4672.1, 4672.2, 4673; Gov §53926 & 54985	Actual costs
			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	100%	$ 91.89
					$ 91.89

Time to perform tasks for the above fee		
Megabyte reports/research, record notice to sell, upload to database, create folders, answer questions, publish power to sell list, request reports from various departments & special districts,title search, research parties of interst send certified letters to all parties of interest, create reports, review all documents, setup sale, notify bidders & provide packets, respond to inquiries, perform auction, complete required reports to various agencies prepare/record tax deeds, certified letters excess proceeds, determine priority of claims, publish excess proceeds, pay claims	1065 minutes	17.75
Value of time		$ 1,631.12
Supplies needed to perform tasks for the above fee		0
Total Cost to perform tasks for the above fee		$ 1,631.12
Proposed New Fee Amount		**1631.00**

Treasurer/Tax-Collector Hourly Rates - research or requests

				Gov §6253(b) & 54985	Actual costs	
			FWL Rate	% of who performs	Weighted Average	
Treasurer/Tax-Collector	E-2	a	$ 91.89	100%	$ 91.89	$ 91.00
Accountant 1	E-2	a	$ 67.58	100%	$ 67.58	$ 67.00
Account Tech 2	E-2	a	$ 52.60	100%	$ 52.60	$ 52.00
Account Tech 1	E-2	a	$ 46.72	100%	$ 46.72	$ 46.00
Account Tech 1	E-2	a	$ 47.09	100%	$ 47.09	$ 47.00

Time to perform tasks for the above fee 0

Value of time #REF!

Supplies needed to perform tasks for the above fee

Total Cost to perform tasks for the above fee #REF!

Proposed New Fee Amount **See hourly above**

Returned Item

				Gov §6157; R&T 2509.1	Actual costs
			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	45%	$ 41.35
Accountant 1	E-2	a	$ 67.58	35%	$ 23.65
Account Tech 2	E-2	a	$ 52.60	20%	$ 10.52
					$ 75.52

Time to perform tasks for the above fee

Receive notification of returned item, enter in Treasury 30 minutes 0.5

Identify department impacted, notify auditor, obtain negative OR, notify department and provide copy of negative OR letter noticing person of returned item, log returned item, receive payment for returned item, release holds & prepare receipt

Value of time $ 37.76

Supplies needed to perform tasks for the above fee 18

Total Cost to perform tasks for the above fee $ 55.76

Proposed New Fee Amount **55.00**

Secured Cost

R&T §2621; 75.52; Gov §54985

$10 cap (2621) Gov 54985 allows $20 w/BOS approval

			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	50%	$ 45.95
Accountant 1	E-2	a	$ 67.58	50%	$ 33.79
					$ 79.74

Time to perform tasks for the above fee

Run Megabyte delinuent reports, research trust for $	30	minutes	0.5
verify/change mailing address, print list and notices from Megabyte, provide payoff information to taxpayer, send 2nd notice before year-end following above procedures			

Value of time	$ 39.87
Supplies needed to perform tasks for the above fee	4
Total Cost to perform tasks for the above fee	$ 43.87

Proposed New Fee Amount **43.00**

Secured Tax File or Query

Gov §6253(b) & 54985

Actual costs

			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	50%	$ 45.95
Accountant 1	E-2	a	$ 67.58	50%	$ 33.79
					$ 79.74

Time to perform tasks for the above fee

Receive request & payment for tax file, $ receipt	45	minutes	0.75
Megabyte process/report, create secured file, transfer Megabyte to Monument, review file for accuracy, prepare explanation letter/email with file layout and agency listing, mail prep or email/FTP, verify data with company			

Value of time	$ 59.80
Supplies needed to perform tasks for the above fee	248.52
Total Cost to perform tasks for the above fee	$ 308.32

Proposed New Fee Amount **308.00**

Unsecured Collections - seizure

R&T §2922, 2958, 3101

			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	35%	$ 32.16
Accountant 1	E-2	a	$ 67.58	35%	$ 23.65
Account Tech 2	E-2	a	$ 52.60	30%	$ 15.78
					$ 71.59

Time to perform tasks for the above fee

Megabyte report identifying unsecured seizurable, confirm lien/judgment summary filed with recorder's offfice, report with current amount owed, verify owner not in bankruptcy, notify owner of additional collection activities including seizure, attempt to collect from prudent approach up to seizure over time if seizure required procure necessary services for seizure, compile data and supplies for seizure, conduct seizure, notify owner of right to hearing, schedule and conduct hearing by deadline if requested, notify owner of hearing decision, conduct pre-sale, sale and post sale procedures. — 120 minutes — 2

Value of time	$ 143.19
Supplies needed to perform tasks for the above fee	
Total Cost to perform tasks for the above fee	$ 143.19

Proposed New Fee Amount **15.00**

Unsecured Cost

R&T §2922 — Actual costs

			FWL Rate	% of who performs	Weighted Average
Treasurer/Tax-Collector	E-2	a	$ 91.89	35%	$ 32.16
Accountant 1	E-2	a	$ 67.58	35%	$ 23.65
Account Tech 2	E-2	a	$ 52.60	30%	$ 15.78
					$ 71.59

Time to perform tasks for the above fee

Run Megabyte delinuent reports, research trust for $ verify/change mailing address, print list and notices from Megabyte, provide payoff information to taxpayer, send 2nd notice before year-end following above procedures — 60 minutes — 1

Value of time	$ 71.59
Supplies needed to perform tasks for the above fee	4
Total Cost to perform tasks for the above fee	$ 75.59

Proposed New Fee Amount **75.00**

Redemption Fees Secured Abstract

				FWL Rate	R&T 4102, 3353, 3363, 3373 and Gov 54985 % of who performs	Actual costs Weighted Average
Treasurer/Tax-Collector	E-2	a	$	91.89	50%	$ 45.95
Accountant 1	E-2	a	$	67.58	50%	$ 33.79
						$ 79.74

Time to perform tasks for the above fee

Run Megabyte reports, balancing & recon delinquent delinquent notices, phone calls, IP packet creation, filing and notices create tax default publication and publish in newspaper, SCO report,	120	minutes	2

Value of time	$	159.47
Supplies needed to perform tasks for the above fee		4
Total Cost to perform tasks for the above fee	$	163.47

Proposed New Fee Amount **163.00**

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
UPDATING VARIOUS COUNTY FEES
UNDER COUNTY CODE SECTION 2.64.050 - FEES**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

Section I: The subsections listed below of Trinity County Code section 2.64.050 – Fees are amended to add/delete/update the fees as listed below:

DESCRIPTION	**FEE – ORIGINAL**	**FEE – FULLY WEIGHTED**	**FEE – BOS APPROVED**
			(if different from Fee - fully weighted)
AG/SEALER			
Agricultural pest control business registration	$25.00	25.00 (cap by code)	
Agricultural pest control advisor registration			
primary county	10.00	10.00 (cap by code)	
secondary county	5.00	5.00 (cap by code)	
Agricultural pest control pilot registration			
primary county	10.00	10.00 (cap by code)	
secondary county	5.00	5.00 (cap by code)	
Maintenance gardener registration	NEW	25.00 (cap by code)	
Structural pest control business registration	10.00		
Branch 1	NEW	25.00 (cap by code)	
Branch 2 & 3	NEW	10.00 (cap by code)	
Structural pest control field operator			
Branch 1	NEW	10.00 (cap by code)	
Branch 2 & 3	NEW	10.00 (cap by code)	
Structural pest control exam	NEW	48.00	
Certified producer's certificate (per certificate)	NEW	75.00	
Certified Producer's Inspection (per inspection)	NEW	332.00	
Amendment (per certificate)	NEW	408.00	
Farmers' market certification	20.00	51.00	
Farm labor contractor registration	15.00	48.00	
Non-commercial devices	Commissioner's hourly rate — ½-hour minimum	495.00	
Ag commissioner hourly rates by staff member	Department updated and posted every January 1st		
Ag commissioner	NEW	106.00	
Deputy ag commissioner	NEW	92.00	
Seasonal vacant	NEW	25.00	
Scales (manufactured rated capacity)			
Small capacity – 0 to 50 pounds	NEW	$110/hour + $110 trip fee or $1.50/mile, whichever is greater	
Medium capacity – Greater than 50 to 5,000 pounds	NEW	$125/hour + $125 trip fee or $1.50/mile,	

		whichever is greater	
Large capacity – Greater than 5,000 pounds	NEW	$135/hour + $165 trip fee or $1.50/mile, whichever is greater	
Retail motor fuel dispense and diesel exhaust fluid (DEF) dispenser	NEW	$80/hour + $85 trip fee or $1.00/mile, whichever is greater	
Wholesale liquid measuring devices	NEW	$85/hour + $85 trip fee or $1.00/mile, whichever is greater	
Liquefied petroleum gas meters	NEW	The greater of $125/hour or $310/meter + the greater of $150 trip fee or $1.00/mile	
Utility submeters (water, gas and electric)	NEW	No data available for water or gas; electric - $400/hour + $150/hour travel time per person	
Hydrogen dispensers	NEW	$150/hour + $150/day vehicle fee + $750 test tank fee + $150/hour travel time, per person	
All other commercial devices	NEW	$100/hour + $100 trip fee or $1.50/mile, whichever is greater	
Producer certification	7.50	DELETE	
Commercial weighing and measuring devices		DELETE	
Scales and meters — per device	13.10	DELETE	
Farmer's Market Scales	Commissioner's Hourly Rate — ½-hour minimum	DELETE	
Large scales, other than livestock		DELETE	
2,000 to 9,999 pounds — per device	98.00	DELETE	
10,000 or more pounds — per device	162.00	DELETE	
Livestock scales		DELETE	
2,000 to 9,999 pounds — per device	68.00	DELETE	
10,000 or more pounds — per device	102.00	DELETE	
Liquefied petroleum gas meters, stationary or truck mounted — per device	113.00	DELETE	
Utility submeters – per device	2.10	DELETE	
Mounted meters, wholesale or vehicle mounted — per device	16.10	DELETE	
Business location fee	60.00	DELETE	
ANIMAL CONTROL			
Animal shelter entry fee			
dog	$20.00	$72.00	

cat	10.00	72.00	
dog or cat under 10 weeks old	5.00	72.00	
Bathing Fee	NEW	16.00	
Cat trap rental	5.00	10.00	
board and care			
dog	5.00/day	DELETE	
dog quarantine	7.00/day	DELETE	
cat	5.00/day	DELETE	
cat quarantine	7.00/day	DELETE	
Dog, cat and other animals 200 lbs or less	NEW	19.00/day	
Other animal over 200 lbs	10.00/day	29.00/day	
Quarantine	NEW	16.00/day	
At home quarantine	25.00/10 days	31.00/day	
Microchip	NEW	36.00	
Vaccination (each)	NEW	10.00	
Dog license			
Altered and unaltered — one year license	NEW	11.00	
Altered and unaltered — two year license	NEW	22.00	
Altered and unaltered — three year license	NEW	28.00	
dog licensing late fee — per license	NEW	10.00	
pack license (4—8 dogs) — one year	NEW	44.00	
pack license (4—8 dogs) — two years	NEW	88.00	
pack license (4—8 dogs) — three years	NEW	110.00	
altered — one year license	$10.00	DELETE	
altered — three year license	25.00	DELETE	
unaltered — one year license	20.00	DELETE	
unaltered — three year license	50.00	DELETE	
pack license (4—8 dogs) — one year	40.00	DELETE	
additional for each dog that is unaltered	10.00	DELETE	
pack license (4—8 dogs) — three year	100.00	DELETE	
additional for each dog that is unaltered	15.00	DELETE	
dog licensing late fee — per dog	8.00	DELETE	
Dog redemption fee			
1st - 10th time	NEW	64.00 + board and care	
1st time	15.00 + board and care	DELETE	
2nd time	25.00 + board and care	DELETE	
3rd time	40.00 + board and care	DELETE	
Animal adoption			
dog	20.00	DELETE	
cat	15.00	DELETE	
Altered and unaltered – dog and cat	NEW	32.00	
Spay/neuter			
Dog	30.00	DELETE	
Cat	20.00	DELETE	
Spay/neuter deposit	NEW	50.00	
Kennel permit application/inspection	50.00	DELETE	
Hobbyist/Rancher permit		DELETE	
7—10 dogs	75.00/year	DELETE	

11—-20 dogs	150.00/year	DELETE	
Commercial permit		DELETE	
1—10 dogs	100.00/year	DELETE	
11—20 dogs	200.00/year	DELETE	
21 or more dogs	300.00/year	DELETE	
Sanctuary permit		DELETE	
7 or more dogs unaltered	10.00/animal per year	DELETE	
7 or more dogs altered	5.00/animal per year	DELETE	
Animal control hourly rates by staff member	Department updated and posted every January 1st		
ACO Shelter Supervisor	NEW	62.00	
Animal Care Attendant	NEW	32.00	
Animal Care Attendant	NEW	32.00	
Animal Care Attendant	NEW	32.00	
AUDITOR			
County budget book	$11.00	DELETE	
Corrections to the tax roll	6.50/parcel	Use hourly rates	
Place assessment on tax roll	0.51	0.60/parcel	
Accounting/audit hourly rate	56.00/hr	DELETE	
Auditor hourly rates by staff member	Department updated and posted every January 1st		
Auditor	NEW	90.00	
Assistant auditor	NEW	86.00	
Supervising Account Tech	NEW	86.00	
Accountant 1	NEW	54.00	
Accounting Tech 2	NEW	53.00	
Accounting Tech 1	NEW	51.00	
Tax rate book	18.00	DELETE	
BUILDING AND GROUNDS (General Services)			
Lowden Park Daily Rental			
whole park	460.00	617.00	
recreation hall	161.00	DELETE	
cookshack and BBQ	47.00	148.00	
rodeo arena	92.00	160.00	
main lawn	92.00	160.00	
RV camping	15.00 per RV	24.00 per RV	
side lawn	92.00	160.00	
softball field	86.00	160.00	
softball tournament	172.00	208.00	
tent camping	10.00 per tent	16.00 per tent	
Hayfork Park Daily Rental			
sports field	86.00	148.00	
main area	92.00	148.00	
farmers' market (garbage removed by participants)	60.00	100.00	
Junction City Park Daily Rental			
whole park	NEW	352.00	
sports field	86.00	134.00	
rodeo arena	92.00	134.00	
main area	92.00	134.00	
Veterans' Memorial Hall Daily Rental			

auditorium	87.40	101.00	
kitchen	120.00	135.00	
conference room	28.75	90.00	
table 8-foot regular	7.50	DELETE	
table 8-foot alulite	8.50	DELETE	
chair	0.80	DELETE	
All other rentals	50.00 development fee + 42.50 per hour labor cost	DELETE	
Security Deposit	NEW	350.00	
Key Deposit	50.00	100.00	
General Services hourly rates by staff member	Department updated and posted every January 1st		
Facilities operations supervisor	NEW	75.00	
Account Tech 2	NEW	51.00	
Maintenance worker 2	NEW	51.00	
Maintenance worker 1	NEW	44.00	
Custodian	NEW	49.00	
Custodian	NEW	49.00	
Custodian	NEW	46.00	
Maintenance worker 1	NEW	34.00	
CEMETERIES			
Plot grave site			
single – non-resident	NEW	2,000.00	
single – resident	$1,250.00	1,600.00	
double – non-resident	NEW	2,500.00	
double - resident	1,375.00	2,000.00	
Cremain plot – non-resident	NEW	500.00	
Cremain plot - resident	250.00	400.00	
Second use fee – non-resident	NEW	250.00	
Second use fee - resident	100.00	200.00	
Child plot – non-resident	NEW	400.00	
Child plot - resident	NEW	320.00	
Burial records processing fee	36.00	64.00	
Service billing charge	5.00	64.00	
Contract development fee	30.00	64.00	
All other rentals	New	108.00	
COUNTY COUNSEL			
Hourly rate	$115.00/hour	DELETE	
ENVIRONMENTAL HEALTH			
Temporary food facility operating permit – one event only	$62.00	$356.00	
Temporary food facility operating permit – annual permit	NEW	356.00	
Temporary food facility operating permit – (non-profit)	NEW	356.00	
Limited food preparation – food cart	NEW	395.00	
Limited service charitable feeding operation	NEW	EXEMPT	
Large service restaurant operating permit (permanent food facility 1,200 square feet and over)	497.00	653.00	

Large service restaurant operating plan review (permanent food facility 1,200 square feet and over)	NEW	357.00	
Small service restaurant operating permit (permanent food facility under 1,200 square feet)	280.00	525.00	
Small service restaurant operating plan review (permanent food facility under 1,200 square feet)	NEW	273.00	
Full service restaurant operating permit (annual)	497.00	DELETE	
Host facility	NEW	525.00	
Restricted food service facility	NEW	451.00	
Bar or tavern operating permit	329.00	525.00	
Additional unit restaurant or bar operating permit	164.00	93.00	
Catering operations	NEW	525.00	
Certified farmer's market	NEW	525.00	
Cottage Food Operation			
type A – no kitchen	NEW	68.00	
type B - kitchen	NEW	260.00	
Grocery store			
up to 1,000 square feet, no food prep	219.00	DELETE	
1,000 to 3,000 square feet, minimal food prep	411.00	DELETE	
over 3,000 square feet	493.00	DELETE	
additional unit operating permit	164.00	93.00	
Plan check			
up to 1,000 square feet	100.00	DELETE	
1,000 to 3,000 square feet	329.00	DELETE	
over 3,000 square feet	438.00	DELETE	
temporary event	82.00	44.00	
Conditional use permit with inspection	NEW	658.00	
Conditional use permit without inspection	NEW	322.00	
Food safety			
instruction, textbook and examination	164.00	DELETE	
textbook and examination	89.00	DELETE	
examination only	54.00	DELETE	
Mobile food facility	NEW	459.00	
Retail Food Transporter	NEW	174.00	
Vending machine	NEW	429.00	
Violation fee – food	NEW	499.00	
Water sample (includes lab fee)	87.00	DELETE	
Water system plan check	NEW	403.00	
Small water system annual permit (including one sample test)	150.00	338.00	
Cal Code Water System (Retail)	NEW	208.00	
Sewage disposal permit			
new construction	695.00	650.00	
new construction – out dated no final	NEW	303.00	
repair	219.00	586.00	
abandonment	NEW	321.00	
illegal	NEW	321.00	
violation	NEW	325.00	
Water well permit			
new construction/repair	197.00	449.00	

abandonment	43.00	321.00	
illegal well permit	NEW	744.00	
violation	NEW	538.00	
Real estate evaluation			
sewage system	104.00	282.00	
water source (includes lab fee)	114.00	302.00	
Land division (per parcel)			
with field trip	329.00	DELETE	
without field trip	138.00	DELETE	
first parcel	NEW	539.00	
additional parcels in same land division	54.00	161.00	
Late payment fee	10% of outstanding fee	DELETE	
Lot line adjustments			
with field trip	219.00	265.00	
without field trip	54.00	88.00	
Event permit organizer	NEW	72.00	
Tattoo/piercing parlor	NEW		
plan check	NEW	291.00	
temporary permit	NEW	105.00	
permanent permit	NEW	140.00	
Other (without field trip)			
permit	76.00	Use hourly rate	
rezone	76.00	Use hourly rate	
quarter/quarter waiver	76.00	Use hourly rate	
resource projects	76.00	Use hourly rate	
environmental investigations	76.00	Use hourly rate	
certificate of compliance	76.00	Use hourly rate	
Other (with field trip)			
permit	219.00	Use hourly rates + travel costs	
rezone	219.00	Use hourly rates + travel costs	
quarter/quarter waiver	219.00	Use hourly rates + travel costs	
resource projects	219.00	Use hourly rates + travel costs	
environmental investigations	219.00	Use hourly rates + travel costs	
certificate of compliance	219.00	Use hourly rates + travel costs	
Septic tank pumper permit(annual)	87.00	159.00	
Swimming pool			
permit (annual)	248.00	346.00	
construction, plan review	248.00	388.00	
reinspection	NEW	216.00	
Organized camp			
permit(annual)	170.00	324.00	
construction, plan review	329.00	366.00	
Investigation/late permit fee	329.00	DELETE	
Re-inspection fee	164.00	342.00	

Code Compliance inspection minor	109.00	DELETE	
Code Compliance inspection major	160.00	DELETE	
Fee for services provided not yet determined	100.00/hr.	DELETE	
Violation fee – per offense	NEW	538.00	
Environmental health hourly rates by staff member	Department updated and posted every January 1st		
Director building and planning	NEW	117.00	
Environmental health director	NEW	84.00	
Administrative coordinator	NEW	48.00	
Environmental health specialist 1	NEW	63.00	
Environmental health specialist 1	NEW	63.00	
INFORMATION TECHNOLOGY			
Information Technology hourly rates by staff member	Department updated and posted every January 1st		
Network administrator	NEW	97.00	
Info Systems Specialist, Senior	NEW	83.00	
Info Systems Specialist 3	NEW	68.00	
Info Systems Specialist 2	NEW	58.00	
PUBLIC HEALTH			
Medical Marijuana Card			
regular	44.00	61.00	
MediCal beneficiary	28.50	50.00	
Screenings and vaccinations — private insurance coverage			
TB Screening (not part of TB investigation)	15.00	72.00	
Hepatitis A vaccine (adults)	35.00	120.00	
Hepatitis B vaccine (adults)	42.00	120.00	
Tdap (Tetanus, Diphtheria, Pertussis) vaccine	45.00	120.00	
Influenza vaccine	17.00	120.00	
Pneumonia vaccine	95.00	DELETE	
Vaccines for children	NEW	120.00	
SOLID WASTE			
Household waste			
MSW per cubic yard	24.00	28.00	
MSW per ton	240.00	280.00	
Special waste items			
Single stream Recycling per cubic yard	24.00	DELETE	
Concrete/asphalt (Weaverville Inert Cell only) per cubic yard	35.50	6.00	
Concrete/asphalt (Weaverville Inert Cell only) per ton	240.00	41.00	
Construction/demolition (Weaverville only) per cubic yard	35.50	41.00	
Construction/demolition (Weaverville only) per ton	240.00	280.00	
Clean brush (no stumps) per cubic yard	5.00	5.00	
Metal waste per ton	38.00	38.00	
White metal w/refrigerant	40.00 each	40.00 each	
White metal w/out refrigerant	25.00 each	25.00 each	

Auto bodies (Hayfork only)	38.00 each	38.00 each	
CRTs and E-waste	No charge	No Charge	
Oil filters (drained)	2.75	2.00 (1st 2 are free)	
Fluorescent tubes — 4 feet	1.00 each	1.00 each	
Fluorescent tubes — 8 feet	2.00 each	2.00 each	
CFL bulbs	No charge	No Charge	
Tires			
Motorcycle w/out rim	2.00	2.00	
Passenger w/out rim	4.00	4.00	
Passenger w/rim	8.00	8.00	
Commercial w/out rim (up to 25 inches)	12.00	12.00	
Other large equipment sizes w/out rim (at solid waste discretion)	25.00	25.00	
Additional charges			
Direct labor charge per hour	39.00	48.00	
Locked Gate/Misc Return on Route	NEW	12.00	
Locked Gate/Misc Return off Route	NEW	17.00	
Extended Service Fee (past pavement, locked gates, misc)	NEW	12.00	
Fuel Surcharge (after $6/gal)	NEW	2.00	
Truck/equipment fees	3.50	5.00	
Container Fee Extra Days, additional per day	NEW	20.00	
Overweight fee per ton	240.00	280.00	
Certified weight certificate	10.00	15.00	
Research fee for charge account per hour	20.00	45.00	
Charge account monthly maintenance fee	1.50	1.50	
Returned check Fee	35.00	35.00	

SPECIALTY ITEM DISPOSAL, ADDITIONAL FEES

Any additional fees incurred due to the nature of the waste characterization will be billed at cost (special waste fee per ton, profile fees, overweight fees, environmental and regulatory fees, additional contaminants, etc.)

FEE ADJUSTMENTS FOR ANNUAL INFLATION FACTOR

Fees will be adjusted annually on January 1 following the inflation factor published by the California Department of Resources Recycling and Recovery (CalRecycle) in April of each year. Furthermore, a cost study will be conducted at 5-year intervals.

ROUTES AND TEMP BIN FEES SCHEDULE

Route fees are set by components from the fee structure above. The base fee consists of MSW Tipping Fee per cubic yard, Equipment & Operator Service Fees, and Container Fees. Other fees may apply for additional services or costs incurred.

TREASURER/TAX **COLLECTOR**			
Copy charges			
bills	$1.05	5.00	
certified tax payment	1.00	DELETE	
certified assessment	1.00	DELETE	
certified office record	1.00	DELETE	
photocopies	0.55 per page	2.00 per page	
county warrant	10.00 per image	DELETE	

Tax information file or query	300.00 per file or query	308.00 per file or query	
Microfiche of tax roll	25.00 per fiscal year + cost of copy	82.00 per fiscal year + cost of copy	
Redemption fees secured abstract	50.00 plus cost of publication	163.00 plus cost of publication	
Additional mobile home tax clearance	25.00 per certificate	67.00 per certificate	35.00 per certificate
Parcel map/lot line adjustment security bond	15.00 per parcel	82.00 per parcel	40.00 per parcel
Research	25.00/hour or fraction thereof	See hourly rates + costs	
Returned item	25.00 per item	55.00 per item	
Returned item processing fee by bank	10.00 per item	Actual Cost	
Prepare delinquent tax record—2nd installment delinquent	20.00	43.00	
Sale of secured property	325.00 + out of pocket expenses as incurred	1,631.00 + out of pocket expenses as incurred	
Installment plan for delinquent taxes	50.00	193.00	
Personal contact prior to tax sale	100.00	DELETE	
Unsecured collections – seizure	NEW	15.00	
Unsecured cost	NEW	75.00	
DMV or FAA holds	NEW	Use hourly rate + costs	
Notice of intent to file lien/file and release lien			
1st attempt	25.00	61.00	
2nd attempt	25.00	61.00	
County recorder charge	NEW	Actual cost	
DMV charge	Actual cost	Actual cost	
FTB intercept program	Actual cost	Actual cost	
Abstract of judgement		DELETE	
1st attempt	25.00	DELETE	
2nd attempt	25.00	DELETE	
court cost	Actual cost	DELETE	
recorder cost	Actual cost	DELETE	
Separate valuation			
2 parcels	180.00	Use hourly rates	
3 parcels	210.00	Use hourly rates	
4 parcels	240.00	Use hourly rates	
5 parcels	270.00	Use hourly rates	
6 parcels	300.00	Use hourly rates	
Copy of lien or release	10.00	72.00	
Treasurer/Tax-Collector hourly rates by staff member	Department updated and posted every January 1st		
Treasurer/Tax-Collector	NEW	91.00	
Accountant 1	NEW	67.00	
Accounting Tech 2	NEW	52.00	
Accounting Tech 1	NEW	46.00	
Accounting Tech 1	NEW	47.00	

Section II: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 3rd day of January, 2023 and passed and enacted this ____ day of _____, _____ by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____
JILL COX, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

_____
Margaret E. Long, County Counsel

TRINITY COUNTY
Item Report 3.4

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
County Counsel	Margaret Long	530-623-1382

Presentation: Brown Act Changes

Requested Action:

Receive an update from County Counsel regarding Brown Act changes for 2023.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description

Presentation

BROWN ACT: CHANGES FOR THE NEW YEAR

Presented by:
Margaret E. Long, County Counsel

prentice|LONG pc

AB 2449– Remote Meetings

Local agencies may hold remote meetings without identifying each teleconference location or making each location accessible to the public, if there is:

- Just Cause, or;
- Emergency Circumstance

"Just cause" is defined as any one of the following:

- Child care or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability.
- Travel while on business of the legislative body or another state or local agency.

An “emergency circumstance” is a physical or family medical emergency that prevents a member of a legislative body from attending in person.

How to do it?

For “Just Cause:”

- Member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting, and;
- Provide a general description of the circumstances related to one of the four allowable items.

Note: A member may only use the just cause provision up to two meetings per calendar year.

For “Emergency circumstances:”

- Member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting, and;
- Legislative body must take action to approve the request
- Provide a general description of the circumstances relating to the member’s need to appear remotely.

Note: This description does not have to be more than 20 words, and does not need to include any personal medical information.

Additional Rules

- Members participating remotely must do so through audio and visual technology.
- The legislative body must provide a way for the public to remotely hear, visually observe, and remotely address the legislative body.
- The legislative body must provide notice of how the public can access the meeting and offer comment.

- The agenda must identify way public can attend and address the legislative body through a call-in option, an internet-based service option, and in person at the meeting.

- The legislative body cannot require comments to be submitted before the start of the meeting.

- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.

- The legislative body must implement a procedure for receiving and resolving requests for reasonable accommodations and must give notice of these procedures.

- A member may not participate in meetings remotely for more than three consecutive months or 20% of the agency's regular meetings within a calendar year.

- Members participating remotely must publicly disclose anyone else 18 years or older is present, and the general nature of the member's relationship.

AB 2647 – Supplementary Materials and Public Meetings

Under the Brown Act, any documents that are distributed to a majority of a legislative body less than 72 hours before a meeting must be distributed to the public at the same time.

To meet this requirement, some local governments have posted these materials online. However, the Third District Court of Appeal recently held that this does not meet the Brown Act's requirements.

This measure clarifies that supplementary materials distributed less than 72 hours before a meeting can be posted online if the following requirements are met:

- An initial staff report relating to that agenda item is made available for public inspection at the designated office or location at least 72 hours before the meeting;

- The agency immediately posts the writing on its website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting;

- The agency lists the web address of the agency's internet website on the agendas for all meetings; and

- The agency makes physical copies available for public inspection, beginning the next regular business hours for the local agency, at the designated office or location.

SB 1100 – Disruptive Conduct and Public Meetings

Creates the following process for removal of disruptive/abusive members of public:

- Warn the individual that their behavior is disrupting the meeting and their failure to cease their behavior may result in removal.

- Remove the individual if they do not "promptly" cease their disruptive behavior.

The bill defines disruptive behavior as that which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

This includes, but is not limited to:

- Failure to comply with reasonable and lawful regulations adopted by a legislative body;
- Engaging in behavior that constitutes the use of force or a true threat of force. “

The legislative body may not prohibit public criticism of its policies, procedures, programs, or services.

Reminder on Other Recent Changes…

AB 992 – Social Media

A legislative body is prohibited from engaging in conversations on a social media platform that is open and accessible to the public unless:

- The purpose of those communications is to answer questions, provide information to the public, or solicit information from the public; and
- A majority of the members of that legislative body **do not** discuss agency business of a specific nature among themselves.
- Members of a legislative body are prohibited from responding directly to any communication made, posted, or shared by another member of that body regarding any matter within the agency's jurisdiction.

In the case *San Jose v. Superior Court* (2017), the California Supreme Court held that communications on personal electronic accounts could be subject to the Public Records Act.

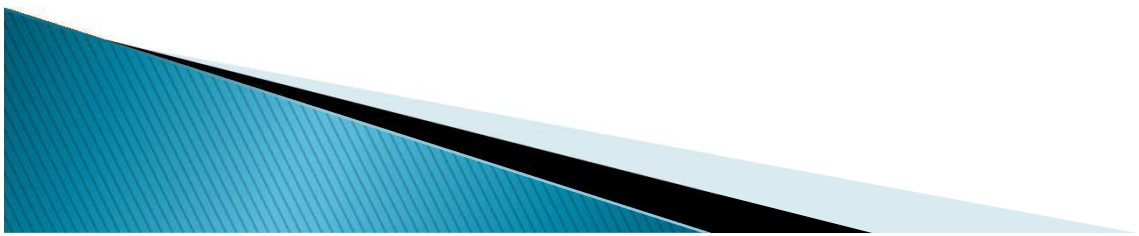
If public officials are using social media to communicate with members of the public (or one another), those posts could be subject to the Public Records Act.

More Changes
(Not Brown Act But Important)

SB 1439–
Campaign Contributions to Election Subject to New Rules on Disclosure, Recusal, and Prohibition

The Levine Act (imposed campaign contribution prohibitions upon certain county officials) extends these prohibitions to board members as follows:

If you know (or should know) that an individual or entity has a financial interest in a proceeding involving a “license, permit, or other entitlement,” then the you cannot accept, solicit, or direct a contribution of more than $250 from the individual or entity while a proceeding is pending before the agency, and for 12 after the decision.



- Must disclose and recuse: If you have accepted a contribution in an amount greater than $250 in the 12 months *prior* to a decision involving a license, permit, or other entitlement in which you know that the contributing party.

- Note: participation may be permitted if the contribution is returned within 30 days from the time the official knows about the contribution and the proceeding.

Party has Responsibility too!

A party to a proceeding involving a license, permit, or other entitlement for use must disclose on the record of the proceeding, any contribution in an amount of more than $250 made within the preceding 12 months by the party or the party's agent.

A party (or agent thereof) to a proceeding before an agency involving a license, permit, or other entitlement for use, may not contribute more than $250 to an official while the proceeding is pending and for 12 months after the decision.

A violation of these prohibitions is a misdemeanor. The California Fair Political Practices Commission (FPPC) has further oversight and may also impose fines.

However, a violation may be cured. If you accept a contribution within 12 months after a decision, then the violation can be cured if the contribution (or portion in excess of $250) is returned within 14 days of acceptance. So, if you did not willfully accept a donation, knowing it was prohibited, within the prohibited period you may cure the infraction.

Prudence would suggest that you disclose and recuse if there is any uncertainty.

Questions?

TRINITY COUNTY
Item Report 3.5

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Human Resources	Letty Garza	(530) 623-1325

Resolution: Retired Annuitant - Extra Help Building Inspector III

Requested Action:

Take the following actions to hire an extra help Building Inspector III in the Building Department:

1. Pursuant to Government Code sections 7522.56 & 21221(h) adopt a resolution authorizing the hiring of a retired annuitant as an Extra Help, Building Inspector III, waiving CalPERS 180-Day Wait Period and;
2. Pursuant to Trinity County Code Section 2.60.410 authorize hiring Employee ID No. 00870 as an Extra Help Building Inspector III at Range M236 Step G effective January 18, 2023.

Fiscal Impact:

$41.76 per hour for actual hours worked, plus applicable payroll taxes and unemployment insurance.

Summary:

The Trinity County Building Department is currently running a recruitment to fill the vacant Building Inspector III classification. This classification requires specialized skills and required certifications to perform plan checks. Due to the current vacancy of the classification, the Building Department is currently unable to perform any plan checks which could results in loss of revenue for the department.

The Building Department is requesting to hire an extra-help retired annuitant at G step based on their years of experience and qualifications. The department is in immediate need of personnel, to ensure the departments operations can continue and to ensure no service interruption to the public.

The department wishes to hire an extra-help retired annuitant who formerly worked in this roll. They have 23 years of services working with the County and with the Building Department. Hiring this retired annuitant as a temporary, extra-help, part-time Building Inspector III approximately 16+ hours per week, will benefit the County and serving the public.

Alternatives Including Financial Implications:

Do not approve and direct staff.

Departmental Recommendation:

It is staff's recommendation to adopt the resolution and authorize hiring Employee ID No. 00870 as an Extra Help, Building Inspector III at Range M236 Step G in the Building and Planning

Department, effective January 18, 2023.

ATTACHMENTS:

Description

County Code 2.60.410(A)
Government Code 7522.56
Government Code 21121(h)
Organization Chart
Resolution

2.60.410 - Appointments.

A. Advance steps for new hires and voluntary reappointments to permanent full-time and permanent part-time positions may be requested under the following provisions and conditions:

1. There is a demonstrated inability to recruit applicants at the entry level step as certified by the personnel officer.
2. Prior to the appointment of a new employee to a class or of a present employee seeking a voluntary reappointment, the department head shall make a written request to the personnel officer to establish compensation at a rate of Step B through E in the range assigned to the class when a candidate has training and/or experience beyond the minimum qualifications which is of the same type and level as that involved in the full and satisfactory performance in the class to which the candidate is being appointed. Such request shall follow prescribed procedures and provide sufficient documentation to enable the personnel officer to determine the eligibility for advanced steps.
3. This information shall be presented to the board of supervisors by the personnel officer, and when appropriate, the respective department head or a representative of the department shall be present. The board of supervisors, by majority vote, shall authorize appointment at a level above the entrance step of the appropriate range.

7522.56. (a) This section shall apply to any person who is receiving a pension benefit from a public retirement system and shall supersede any other provision in conflict with this section.

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement, except as permitted by this section.

(c) A person who retires from a public employer may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.

(d) Appointments of the person authorized under this section shall not exceed a total for all employers in that public retirement system of 960 hours or other equivalent limit, in a calendar or fiscal year, depending on the administrator of the system. The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. A retired person whose employment without reinstatement is authorized by this section shall acquire no service credit or retirement rights under this section with respect to the employment unless he or she reinstates from retirement.

(e) (1) Notwithstanding subdivision (c), any retired person shall not be eligible to serve or be employed by a public employer if, during the 12-month period prior to an appointment described in this section, the retired person received any unemployment insurance compensation arising out of prior employment subject to this section with a public employer. A retiree shall certify in writing to the employer upon accepting an offer of employment that he or she is in compliance with this requirement.

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this subdivision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this section for a period of 12 months following the last day of employment.

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) (A) Except as otherwise provided in this paragraph, for state employees, the state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days have passed and the appointment has been approved by the Department of Human Resources. The department may establish a process to delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur.

If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

(B) For legislative employees, the Senate Committee on Rules or the Assembly Rules Committee certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(C) For employees of the California State University, the Trustees of the California State University certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer or firefighter hired to perform a function or functions regularly performed by a public safety officer or firefighter.

(g) A retired person who accepted a retirement incentive upon retirement shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement and subdivision (f) shall not apply.

(h) This section shall not apply to a person who is retired from the State Teachers' Retirement System, and who is subject to Section 24214, 24214.5, or 26812 of the Education Code.

(i) This section shall not apply to (1) a subordinate judicial officer whose position, upon retirement, is converted to a judgeship pursuant to Section 69615, and he or she returns to work in the converted position, and the employer is a trial court, or (2) a retiree of the Judges' Retirement System or the Judges' Retirement System II who is assigned to serve in a court pursuant to Section 68543.5.

(Amended by Stats. 2014, Ch. 238, Sec. 1. (AB 2476) Effective January 1, 2015.)

TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] *(Title 2 enacted by Stats. 1943, Ch. 134.)*

DIVISION 5. PERSONNEL [18000 - 22980] *(Division 5 added by Stats. 1945, Ch. 123.)*

PART 3. PUBLIC EMPLOYEES' RETIREMENT SYSTEM [20000 - 21716] *(Part 3 repealed and added by Stats. 1995, Ch. 379, Sec. 2.)*

CHAPTER 12. Retirement from Employment [21060 - 21233] *(Chapter 12 added by Stats. 1995, Ch. 379, Sec. 2.)*

ARTICLE 8. Employment after Retirement [21220 - 21233] *(Article 8 added by Stats. 1995, Ch. 379, Sec. 2.)*

21221. A retired person may serve without reinstatement from retirement or loss or interruption of benefits provided by this system, as follows:

(a) As a member of any board, commission, or advisory committee, upon appointment by the Governor, the Speaker of the Assembly, the President pro Tempore of the Senate, director of a state department, or the governing board of the contracting agency. However, the appointment shall not be deemed employment within the meaning of Division 4 (commencing with Section 3200) and Division 4.5 (commencing with Section 6100) of the Labor Code, and shall not provide a basis for the payment of workers' compensation to a retired state employee or to his or her dependents.

(b) As a school crossing guard.

(c) As a juror or election officer.

(d) As an elective officer on and after September 15, 1961. However, all rights and immunities which may have accrued under Section 21229 as it read prior to that section's repeal during the 1969 Regular Session of the Legislature are hereby preserved.

(e) As an appointive member of the governing body of a contracting agency. However, the compensation for that office shall not exceed one hundred dollars ($100) per month.

(f) Upon appointment by the Legislature, or either house, or a legislative committee to a position deemed by the appointing power to be temporary in nature.

(g) Upon employment by a contracting agency to a position found by the governing body, by resolution, to be available because of a leave of absence granted to a person on payroll status for a period not to exceed one year and found by the governing body to require specialized skills. The temporary employment shall be terminated at the end of the leave of absence. Appointments under this section shall be reported to the board and shall be accompanied by the resolution adopted by the governing body.

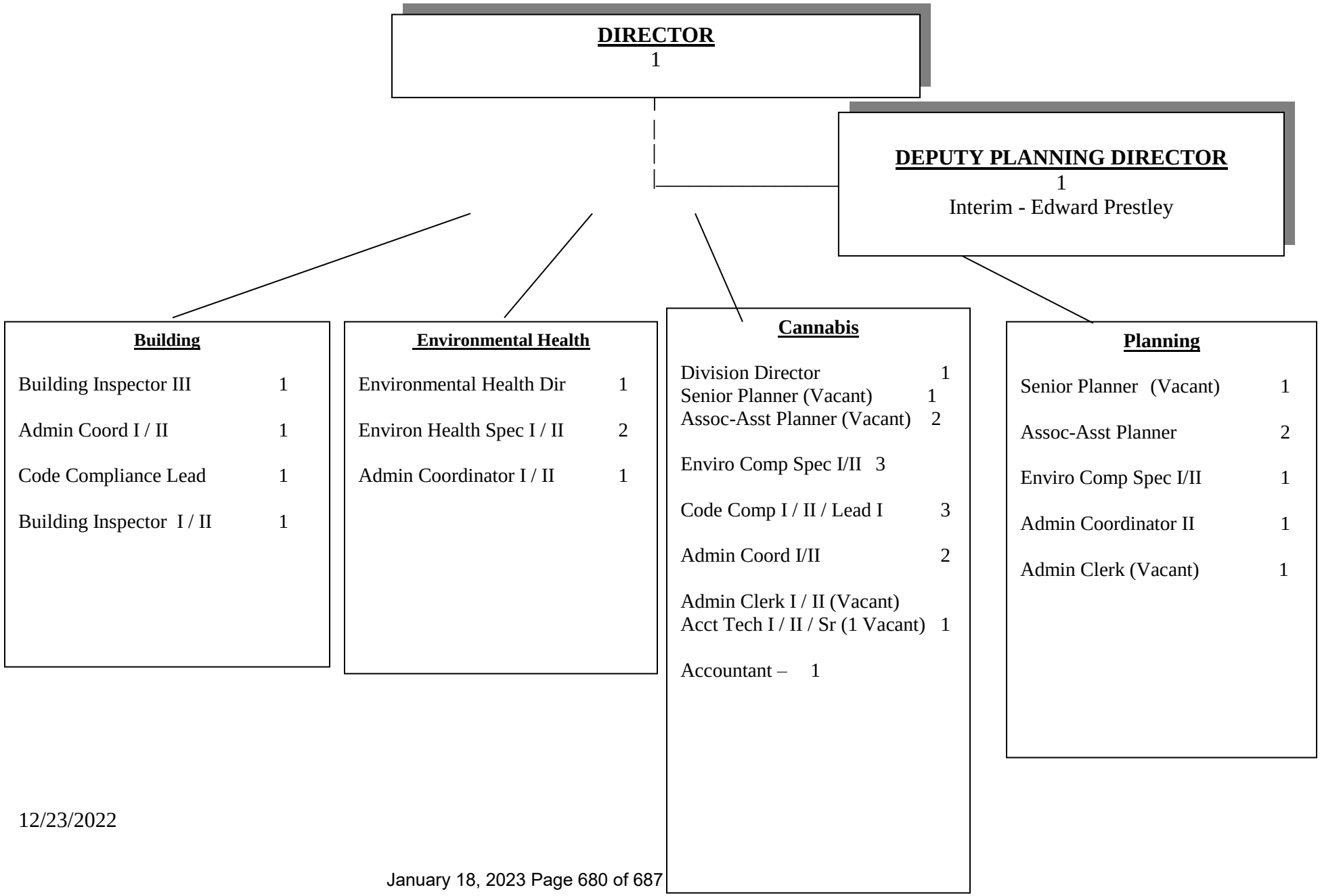
(h) Upon interim appointment by the governing body of a contracting agency to a vacant position during recruitment for a permanent appointment and deemed by the governing body to require specialized skills or during an emergency to prevent stoppage of public business. A retired person shall only be appointed once to this vacant position. These appointments, including any made concurrently pursuant to Section 21224 or 21229, shall not exceed a combined total of 960 hours for all employers each fiscal year. The compensation for the interim appointment shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position divided by 173.333 to equal an hourly rate. A retired person appointed to a vacant position pursuant to this subdivision shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate. A retired annuitant appointed

pursuant to this subdivision shall not work more than 960 hours each fiscal year regardless of whether he or she works for one or more employers.

(i) Upon appointment by the Administrative Director of the Courts to the position of Court Security Coordinator, a position deemed temporary in nature and requiring the specialized skills and experience of a retired professional peace officer.

(Amended by Stats. 2012, Ch. 833, Sec. 8. (SB 987) Effective January 1, 2013.)

BUILDING AND DEVELOPMENT SERVICES
Staffing Organization Chart



12/23/2022

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION Gov. Code sections 7522.56 & 21221(h) January 18, 2023

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Board of Supervisors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, James Santiago, CalPERS ID 1178133438 retired from The County of Trinity in the position of Building Inspector III, effective December, 30, 2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is (date of 181st day after retirement) without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board of Supervisors, The County of Trinity and James Santiago certify that James Santiago has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on January 18, 2023; and

WHEREAS, the Board of Supervisors hereby appoints James Santiago as an interim appointment retired annuitant to the vacant position of Building Inspector III for The County of Trinity under Gov. Code section 21221(h), effective January 19, 2023; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on June 30, 2024; and

WHEREAS, the entire employment agreement, contract or appointment document between James Santiago and The County of Trinity has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $7,238.71 and the hourly equivalent is $41.76, and the minimum base salary for this position is $5,401.64 and the hourly equivalent is $31.16; and

WHEREAS, the hourly rate paid to James Santiago will be $41.76; and

WHEREAS, James Santiago has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Board of Supervisors hereby certifies the nature of the employment of James Santiago as described herein and detailed in the attached employment agreement / contract / appointment document and that this appointment is necessary to fill the critically needed position of Building Inspector III for The County of Trinity by January 18, 2023 because the International Code Council requires an employee with a Plans Examiner certification to preform plan checks to aid in the review of permits to allow for the Trinity County Building Department to continue to review and issue permits.

DULY PASSED AND ADOPTED this 18 day of January, 2023 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

JILL COX, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA,
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 3.6

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
Transportation	Panos Kokkas	623-1365

Snow Plowing - Volunteer Fire Departments

Requested Action:

Discuss and/or provide direction to the Director of Transportation to plow access to the county road for volunteer fire department who are adjance to a county maintained road to be reimbursed by the County General Fund.

Fiscal Impact:

Approximately $150 per plowed access.

Summary:

Road Fund monies can be expended only for road and road-related purposes as outlined in Streets and Highways Code sections 2101 and 2150. The State Controller's Office (SCO) has permitted expenditures for Road Fund monies for non-road work as a convenience to the county, provided the expenditures are billed and reimbursed within 60 days after completion of the work.

Discussion:

A request has been made that the DOT plow the parking / access area of the Trinity Center and Coffee Creek Volunteer Fire Departments (VFD). Since these VFD's are directly adjacent to the county road, it would be possible for staff to clear these areas, provided staff is in the area with appropriate equipment for the job (pick-up with plow).

This would require reimbursement to the Road fund for the cost of the clearing.

The Director of Transportation oversees the Miscellaneous Public Works (MPW) budget, Department 3110, which is General Fund monies. The reimbursement for these charges could possibly be paid by MPW Department, or the VFD's could pay for it out of their own budget.

Alternatives Including Financial Implications:

Deny reimbursement and find another option for clearing access

Departmental Recommendation:

Approve reimbursement of any Road funds spent

TRINITY COUNTY
Item Report 4.1

Meeting Date: 1/18/2023

Department:	Contact:	Phone:
County Counsel		

Closed Session:54954.5(c) - Conference with Legal Counsel

Requested Action:

Government Code Section 54954.5(c) - Conference with Legal Counsel - Initiation of Litigation
No. of Cases: One

Note: The Board will recess at approximately 12 PM to closed session to discuss this item.

TRINITY COUNTY
Item Report 4.2

Meeting Date: 1/18/2023

Department: Clerk of the Board

Contact:

Phone:

Closed Session 54954.5(b): Real Property Negotiations

Requested Action:

Government Code Section 54954.5(b) - Conference with Real Property Negotiators
Address: 101 Memorial Dr, Weaverville, CA.
Agency Negotiator: Letty Garza and Margaret Long
Negotiating party: TBD
Under Negotiation: Price and Terms of Sale/Payment

TRINITY COUNTY
Item Report 4.3

Meeting Date: 1/18/2023

Department:
Clerk of the Board

Contact:

Phone:

Closed Session: 54956.95 - Liability Claim

Requested Action:

Government Code Section 54956.95 - Liability Claim
No. of Cases:1
Name of Claimant: Elizabeth Johnson
Agency Claim Against: Trinity County