

A G E N D A
SISKIYOU COUNTY
BOARD OF SUPERVISORS

August 9, 2022
REGULAR MEETING

Brandon A. Criss, Chair
Supervisor, District 1

Ed Valenzuela, Vice Chair
Supervisor, District 2

Michael N. Kobseff
Supervisor, District 3

Nancy Ogren
Supervisor, District 4

Ray A. Haupt
Supervisor District 5

Angela Davis
County Administrator
842-8005

Edward J. Kiernan
County Counsel
842-8100

Laura Bynum
Ex-Officio Clerk to the Board
842-8084

NOTE: This meeting is being agendized to allow staff and public to participate in the meeting via teleconference.

Conference Call In Number: 1-669-900-6833 Meeting ID: 865 6634 3792 or access here: <https://us06web.zoom.us/j/86566343792>

***During the call you may press *9 on your phone to ‘raise your hand’ to ask to speak during the meeting.
(Or follow the alternate digital directions below)***

Remote Listening and Public Comment via Teleconference:

*Members of the public may appear in person or remotely listen to and participate in the meeting via teleconference, which is encouraged. For those wishing to appear in person, the location of the meeting is **Board of Supervisors’ Chambers, 311 Fourth Street, Yreka CA**. If you wish to listen or participate in this meeting through teleconference, **simply dial into the conference line at 1-669-900-6833 Meeting ID: 865 6634 3792 or access here: <https://us06web.zoom.us/j/86566343792>***

Alternate directions: During the meeting, click on the “Participants” icon at bottom center of your computer or phone screen, then click the “Raise Hand” button.

The Siskiyou County Board of Supervisors welcomes you to this meeting. This agenda contains a brief general description of each item to be considered. If you wish to speak on an item on the agenda, please complete a Speaker’s Card identifying the item(s) and return it to the Board Clerk. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during Public Comment will be limited to three minutes, or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. When addressing the Board, please state your name for the record prior to providing your comments. Please address the Board as a whole through the Chair. Comments to individual Supervisors or staff are not permitted.

The Board may take action sitting as the Board of Supervisors and as the governing body of: Siskiyou County Flood Control and Water Conservation District Board, Siskiyou Power Authority, County Service Area 3 Board, County Service Area 4 Board, County Service Area 5 Board, Airport Land Use Commission, and In Home Supportive Services Public Authority.

Availability of Public Records. All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at 311 Fourth Street, Room 201, Yreka CA 96097 at the same time that the public records are distributed or made available to the members of the legislative body. All supporting documentation is available for public review in the office of the Clerk of the Board of Supervisors, located in the Siskiyou County Clerk’s Office, 311 Fourth Street, Room 201, Yreka, CA 96097, during regular business hours, 9:00 a.m. – 12:00 p.m. and 1:00 p.m. - 4:00 p.m., Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Clerk of the Board’s Office 48 hours prior to the meeting at (530) 842.8084, or toll free at 1.888.854.2000, ext. 8084.

*****PLEASE NOTE START TIME*****

- 1. 9:00 A.M. - FLAG SALUTE**
- 2. INVOCATION - Siskiyou County Sheriff Chaplain.**
- 3. ROLL CALL**
- 4. PRESENTATIONS FROM THE PUBLIC**

PLEASE NOTE: This time slot is for information from the public. No action or discussion will be conducted on matters presented at this time. You will be allowed three (3) minutes for your presentation. The Chair can extend the time to five (5) minutes for appropriate circumstances. Written comments can be presented if so desired, by providing a minimum of 7 copies to the Clerk. When addressing the Board, please state your name for the record prior to providing your comments. Please address the Board as a whole through the Chair. Comments should be limited to matters within the jurisdiction of the Board.

5. CONSENT AGENDA - *The following consent agenda items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member, staff member, or interested person may request that an item be removed from the Consent Agenda for discussion and consideration. Approval of a consent item means approval of the recommended motion as specified on the Agenda Worksheet. Public comment for consent agenda items: - Please press *9 to 'raise your hand' to ask to speak during the ZOOM/teleconference meeting.*

A. COUNTY ADMINISTRATION

Adopt Resolution authorizing the termination of certain surcharges and levies pursuant to Title 8, Chapter 5.7 of the California Government Code to transfer excess funds from the Courthouse Construction Fund to the County General Fund for the purposes of meeting the public safety or emergency medical services needs of the County.

B. GENERAL SERVICES

Approve contract with Ark Design Construction and Roofing, Inc., for roof replacement and asbestos abatement for the project located at 810 South Main Street, Yreka CA, in an amount not to exceed \$706,000, effective August 9, 2022.

C. GENERAL SERVICES

Approve contract with Ark Design Construction and Roofing, Inc., for roof replacement and asbestos abatement for the project located at 1312 Fairlane Road, Yreka CA, in an amount not to exceed \$365,000, effective August 9, 2022.

D. HEALTH AND HUMAN SERVICES - BEHAVIORAL HEALTH DIVISION

Approve contract with North American Mental Health Services, to provide telepsychiatry services, at the rates specified in the contract, for the term June 1, 2022 through June 30, 2024.

E. HEALTH AND HUMAN SERVICES - PUBLIC HEALTH DIVISION

Approve first addendum to California Harm Reduction Initiative to expand harm reduction and support services 2020-2023 grant agreement, amending certain agreement language and re-distributing the County's award in the amount of \$307,700 over the term August 1, 2020 through June 30, 2023.

F. HEALTH AND HUMAN SERVICES - PUBLIC HEALTH DIVISION

Approve Memorandum of Understanding and Data Sharing agreement between Siskiyou County Health and Human Services Agency, Social Services Division and Public Health Division, for the CalWORKs Home Visiting Initiative sub-award and sub-recipient agreement to provide services to pregnant and parenting individuals, families and infants, in an amount not to exceed \$420,336, for the term July 1, 2022 through June 30, 2024.

G. PUBLIC WORKS

Approve request to accept the Hotelling Gulch Bridge (2C-287), valued at \$919,474, donated by the Salmon River Restoration Council, and add to the County's current bridge inventory.

6. DEPARTMENTAL REQUESTS

A. COUNTY ADMINISTRATION - PERSONNEL

Discussion, direction and possible action re the following:

1. Resolution adopting the comprehensive Memorandum of Understanding with the Organized Employees of Siskiyou County – Miscellaneous Unit and implementing the provisions thereof, for the term effective September 4, 2022 and ending September 27, 2025.

2. Resolution amending the Siskiyou County Salary Schedule, associated with the OESC - Miscellaneous Unit Memorandum of Understanding, effective September 4, 2022, September 3, 2023 and September 1, 2024.

B. [COUNTY ADMINISTRATION](#)

Discussion, direction and possible action re Siskiyou County Roadway Implementation Agreement with the Klamath River Renewal Corporation with regard to disbursement of funds for said implementation, for the term identified in the Agreement.

THE FOLLOWING MAY BE HEARD AT ANY TIME DURING THE MEETING

7. FLOOD CONTROL AND WATER CONSERVATION DISTRICT

A. PUBLIC COMMENT

B. [CONSENT AGENDA](#)

Flood Control District - Adopt Resolution approving a Memorandum of Understanding with the California Department of Forestry and Fire Protection and associated Conservation Camp Project Request, for the Deadwood Conservation Camp to provide fuels management, fire reduction, and trail maintenance services on Flood District property, in an amount not to exceed \$9,985.36 for the term July 1, 2022 through June 30, 2027.

C. ADJOURNMENT

8. MINUTE APPROVAL

A. [July 12, 2022](#)

9. CLOSED SESSION - It is the intent of the Board to meet in closed session to discuss the following items:

- A. Conference with legal counsel, existing litigation pursuant to Government Code §54956.9(a), name of case: In the Matter of the License Surrender Proceedings for the Lower Klamath Project: Federal Energy Regulatory Commission proceedings: No. P-2082-063 and 14803-001.
- B. Conference with legal counsel, existing litigation pursuant to Government Code §54956.9(d)(1), name of case: American Civil Liberties Union of Northern California v. J. Kirk Andrus, in his official capacity as the District Attorney of Siskiyou County, and the County of Siskiyou, Siskiyou County Superior Court, Case No. SCCVPT 22-475.
- C. Conference with legal counsel, existing litigation pursuant to Government Code §54956.9(d)(1), name of case: Ger Chong Ze Chang, et al., v. County of Siskiyou, et al., United States District Court, Eastern District of California, Sacramento Division, Case No. 2:22-at-00807.
- D. Conference with legal counsel, existing litigation pursuant to Government Code §54956.9(a), name of case: In the Matter of Jiao Huang: Administrative Code Enforcement Appeal: No. CR 22-0105.
- E. Conference with legal counsel, anticipated litigation pursuant to Government Code §54956.9, initiation of litigation pursuant to Government Code §54956.9(d)(4), one case.

10. REPORT ON CLOSED SESSION

11. BOARD AND STAFF REPORTS

*****Note: Correspondence received by the Board of Supervisors is on file and available for review in the County Clerk's Office. This document and other Board documents are available on-line at www.co.siskiyou.ca.us.

The following page(s) contain the backup material for Agenda Item: [COUNTY ADMINISTRATION](#)
Please scroll down to view the backup material.

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: _____ Meeting Date: 8/9/2022

OR

Consent

Contact Person/Department: Sherry Lawson, Administration Phone: 530-842-8005

Address: 1312 Fairlane Rd, Yreka CA 96097

Person Appearing/Title: Sherry Lawson, Deputy County Administrator

Subject/Summary of Issue:

The Board of Supervisors established in the county treasury a courthouse construction fund per government code section 76100. The amounts deposited into this fund were for the purpose of assisting Siskiyou County in the acquisition, rehabilitation, construction and financing of a courtroom, courtroom building, or a building containing facilities necessary or incidental to the operation of the justice system. The Siskiyou County Superior Court no longer resides in a the county courthouse and it has been determined the need for this fund no longer exists. Pursuant to government code 76110 the Board may, by resolution, transfer the excess deposits from this fund to the county general fund for the purpose of meeting the public safety or emergency medical services needs of the county.

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount: \$19,444

Fund: 4203 Description: Courthouse Construction Org.: 201075 Description: Courthouse Construction

Account: _____ Description: _____

Activity Code: _____ Description: _____

Local Preference: YES NO

For Contracts – Explain how vendor was selected:

Additional Information:

Recommended Motion:

Approve attached resolution authorizing closure and transfer of excess funds from the Courthouse Construction Fund to the county general fund for the purposes of meeting the public safety or emergency medical services needs of the County. Authorize the Auditor to close the Courthouse Construction Fund and establish budget for the excess funds as provided by Administration.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) Quantity: _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week

prior to the Board Meeting.

Revised 8/09/2021

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SISKIYOU AUTHORIZING THE TERMINATION OF CERTAIN SURCHARGES AND LEVIES PURSUANT TO TITLE 8, CHAPTER 5.7 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, the Board of Supervisors of the County of Siskiyou established in the County Treasury, a Courthouse Construction Fund, pursuant to California Government Code section 76100; and

WHEREAS, fees deposited into the fund are generated from fines, penalties, or forfeitures imposed and collected by the courts for all criminal offenses; and

WHEREAS, the purpose of this fund is to assist Siskiyou County in the acquisition, rehabilitation, construction and financing of a courtroom, a courtroom building, or a building containing facilities necessary or incidental to the operation of the justice system; and

WHEREAS, these funds were used for facilities maintenance projects in connection with the Siskiyou County Courthouse; and

WHEREAS, Siskiyou County Superior Court moved from the County owned Courthouse into a newly constructed State owned courthouse and opened for business on June 14, 2021; and

WHEREAS, the County no longer has a need for courthouse construction and the excess funds may be used for public safety or emergency medical services pursuant to Government Code section 76110.

NOW, THEREFORE, be it **RESOLVED**, that the Siskiyou County Board of Supervisors does hereby declare and determine as follows:

1. The Siskiyou County Superior Court no longer occupies the County owned courthouse.
2. The need for the Courthouse Construction Fund has been met.
3. The excess Courthouse Construction Funds shall be used pursuant to Government Code section 76110 for public safety and/or emergency medical services.
4. The Siskiyou County Board of Supervisors authorizes the transfer of excess funds from the Courthouse Construction Fund to the County General Fund for the purposes of meeting the public safety or emergency medical services needs of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Siskiyou at a regular meeting of said Board, held on the 9th day of August 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM,
COUNTY CLERK

By _____
Deputy

The following page(s) contain the backup material for Agenda Item: [GENERAL SERVICES](#)
Please scroll down to view the backup material.

Agenda Worksheet**Submit completed worksheet to:**
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097Regular Time Requested: 5 Meeting Date: 8/9/22

OR

Consent Contact Person/Department: Amanda Kimball General Service Phone: 842-8272Address: 190 Greenhorn RoadPerson Appearing/Title: Amanda Kimball Project Coordinator**Subject/Summary of Issue:**

Please approve the Contact (#22-107010-04A) with Ark Design Construction and Roofing, Inc. for the reroof and abatement at 810 S Main Street Yreka.

Financial Impact:NO Describe why no financial impact:YES Describe impact by indicating amount budgeted and funding source belowAmount: \$706,000Fund: 2164 Description: _____ Org.: 207030 Description: _____Account: 761010 Description: _____

Activity Code: _____ Description: _____

Local Preference: YES NO

For Contracts – Explain how vendor was selected: Request for Proposal

Additional Information:

Recommended Motion:

To approve the contract with Ark Design Construction and Roofing, Inc for the reroof and abatement of 810 S Main Street

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) _____ Quantity: _____

Other: _____

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CONTRACT

(Public Works Agreement Informally Bid as Authorized by Public Contract Code Section 10122)
 (Siskiyou County Standard Form Contract No. 22-107010-04A)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2021 Edition.

(See Secs. 26,2) Parties: County Department of General Services
SISKIYOU COUNTY
 190 Greenhorn Road
 Yreka, CA 96097

and

Contractor: Ark Design Construction & Roofing, Inc.
 9470 Deschutes Road
 PO Box 868
 Palo Cedro, CA 96073-0868

(See Sec. 26) Effective Date: August 9th 2022

(See Sec. 2) The Scope of Work: See Exhibit A and B attached hereto. The location of this project is 810 S Main St. Yreka, CA

(See Sec. 3) Completion Time: Within 120 calendar days from the start date August 9th 2022, as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price Not to Exceed: Seven Hundred and Six Thousand Dollars and no/100 (\$706,000.00)

(See Sec. 7) Federal Taxpayers I.D.: 68-0310708, DIR #1000063701, License No: 632117

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2021 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1 August 9th, 2022.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY**. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute

this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING**. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **TERMINATION.** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

- 1. Bankruptcy or insolvency of Contractor;
- 2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

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27. SIGNATURES & ACKNOWLEDGEMENT.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1725.5, 1861 and 3700 concerning Workers' Compensation Law,

DocuSigned by:
Travis Van Sweden, Vice President
By: _____ Date: 7/28/2022
DF91B07E1DC2437
Joe Van Sweden, President
Ark Design Construction & Roofing Inc. (CORPORATE SEAL)

DocuSigned by:
Travis Van Sweden, Vice President
By: _____ Date: 7/28/2022
DF91B07E1DC2437
Travis Van Sweden, Vice President
Ark Design Construction & Roofing Inc.

License No.: 632117
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

APPROVED AS TO ACCOUNTING FORM:
FUND ORGANIZATION ACCOUNT ACTIVITY CODE (if applicable)
2164 207030 761010 NTE: \$706,000.00

ARK DESIGN CONSTRUCTION AND R
MAILING: P.O. BOX 868 PALO CEDRO, CA 96073
STREET: 9470 DESCHUTES RD. PALO CEDRO, CA 96073

DVBE, SBE #2016010 DIR, #100063701

Phone (530) 547-3890
Fax (530) 547-4170

E-mail:

To: Yreka Public Works
810 S. Main St
Yreka CA, 96097

Phone 530-598-6837	Cell	Date 7/1/2022
Name: ATTN: Jon Hall		
Address same		
Job Number 15269		Job Phone

WE PROPOSE TO FURNISH ALL LABOR AND MATERIALS TO PERFORM THE FOLLOWING WORK:

Roof Replacement and Building Demo Proposal

Items To Be Included and Installed As Listed Below

- *Line Attack With Plastic To Protect Area from Asbestos Related Demo
- *Remove 1 Layer Existing Asbestos Shingles and Gutters
- *Remove 4 Existing Wood Dormer Vents, Sheet In Existing Holes and Install New Low Profile Vents
- *Install 1 Layer Ice And Water Self Adhering Underlayment On entire Roof
- *Install New 5" Seamless White Gutters and Galvanized Downspouts into Existing Collector Boxes
- *Install New Valley Metal
- *Install New Drip Edge
- *Install a 30 Year Class A Architectural Asphalt Shingle Roof System as Per Manufactures Recommendations To Match Existing As Close As Possible
- *Install New 10 " High Profile Ride At Hip and Main Ridge Lines
- *Demo Existing Building Between Main Building and Old Cafeteria Exposing existing Pass Through Structure
- *Pass Through Structure To Be Addressed For Roofing and Siding After Exposed
- *Demo Existing Asbestos Flooring Per Job Walk
- *Frame In 1 Existing Doorway Opening and Install Plywood Finish On New Framing
- *Clean Up and Haul Away All related Debris
- *Permit Included
- *5 Year workmanship Guaranty
- *Prevailing Wages Figured
- *Payment and Performance Bonds Figured

Bid Price \$615,000.00

Add Alt- Remove and Replace Roofing On Phase 3 Building Gutters Included \$91,000.00

Ark Design is not responsible for loss of satellite or internet connection, damage or cracks to driveways/walkways
 Any dry rot, sheeting and sheet metal flashing repairs needed will be completed on a per job basis at a rate to be discussed and agreed upon prior to commencement of the work

Payment to be made as follows: **Commercial - Per Draw Schedule / Residential- In Full Upon Completion**

All material is guaranteed to be as specified. All work to be in professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our company carries Worker's Compensation Insurance and General Liability Insurance for all of our projects. In any action to enforce the terms of this contract and / or to recover for any breach of this contract, the prevailing party shall be entitled to recover all of their attorneys fees and costs.

Authorized Signature 
TRAVIS VAN SWEDEN, VICE PRESIDENT
 Name / Title

NOTE: This proposal may be withdrawn if not accepted within 20 days. Also, prices may be increased due to rising insurance & material costs

ACCEPTANCE OF PROPOSAL- The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Date of Acceptance: 7/12/22

Signature: 



County Of Siskiyou

Request for Proposals (RFP) RFP # 22-107010-04 – General Services

for

ROOF REPLACEMENT AND ASBESTOS ABATEMENT OF TWO COUNTY OWNED BUILDINGS YREKA, CA 96097

Proposals may be mailed, or delivered to:

Amanda Kimball
Project Coordinator
Department of General Service
190 Greenhorn Road
Yreka, CA 96097
akimball2@co.siskiyou.ca.us

**Proposals Due by:
July 05, 2022
3:00 PM pst.**

County of Siskiyou
Request for Proposals
for ROOF REPLACEMENT AND ASBESTOS ABATEMENT OF TWO
COUNTY OWNED BUILDING YREKA, CA 96097

The following schedule of events will be followed to the extent achievable; however, the County reserves the right to adjust or make changes to the schedule as needed.

Estimated Timeline of Events

Date	Activity
6/13/22	Release of Request for Proposals (RFP)
6/27/22	Mandatory Pre-Bid Walk-through at 10:00 AM Start at 1312 Fairlane Road
6/29/22	Deadline to Submit Questions- Q & A's will be posted on the County's Website by 5PM this day
7/05/22	Submission of Proposals due by 3:00 PM
7/11/22	Review of Proposals
Within 60 days of Review	Notification of Final Selection
TBD	Board of Supervisors Approval
TBD	Public Works Contract Start Date – See Attachment C-1

1.0 Preface

The County of Siskiyou, hereafter referred to as "The County," is located in Northern California and borders Oregon. This Request for Proposals (RFP) announces the intent of the County of Siskiyou to retain the services of a contractor, engineer or architect to abate and replace the roof at the Public Health building located at 810 S Main, Yreka, CA 96097 and the Siskiyou County Administration Center located at 1312 Fairlane Road, Yreka, CA 96097.

2.0 Scope of Work

Services the successful Proposer(s) will be expected to provide and itemize for each project, include but are not limited to:

810 S Main, Yreka CA 96097

- Abate 1 layer existing asbestos roofing material
- Line attic space with plastic to protect area from asbestos related demo
- Remove and abate building between old cafeteria and main roof below roof eave line
- Remove four (4) dormer vents and replace roof sheeting with material comparable to the existing surrounding roof sheeting
- Install a self-adhering ice and water underlayment on all eaves, rakes, and valleys. Underlayment for eaves to extend from the eaves edge to minimum of two (2) feet inside the wall line. Underlayment of valleys to be a minimum of three (3) feet
- Install 1 layer 15lb felt underlayment on remaining roof area
- Install a starter course around perimeter
- Install 2X2 drip edge metal on all gable ends and eaves (current code calls for eaves drip edge to be metal)
- Install a 30-year architectural asphalt shingles
- Install a high profile ridge cap material on all hips and main ridge lines
- Seal and paint all plumbing and other roof vent flashing
- Install new 5" seamless gutters and drain water into existing collector boxes and down spout
- The re-roof and asbestos abatement with need to be coordinated and performed simultaneously.
- Clean up and disposal of all material
- Obtain permits for work
- 5-year workmanship guarantee

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

Please see Attachment A-2 and A-3 for photos of site.

1312 Fairlane Road, Yreka CA 96097

- Removal, abate and replacement of exiting asphalt shingle roofing, including any affected edge flashing. The estimated area is 33500 SF
- Remove and replace gutters at Southeast (SE) and Northeast (NE) entrances and under valley gutter flashing to include replacement of the Drain Sumps (2EA). Remove

and replace gutters at West (W) main entrance including the Gutter Spouts (2EA).
Remove and replace Skylight at West (W) entrance.

- Remove and replace all 2x10 Fascia on the W, NE, and SE sides of the building.
- Removal or repair of the 5 1/8x18 structural glue laminated beams. They are showing serious signs of deterioration. The beams may need to be analyzed to establish the limits of sever deterioration. All six (6) beams need to be analyzed to see if just the ends can be treated or if the fascia beams require to be moved and alter the roof like toward the building by shortening the rafters the required distance and replacing the 3 1/2x 12 1/2 Glu Lam fascia.
- Clean up and disposal of all material
- Obtain permits for work
- 5-year workmanship guarantee

Please see Attachment B-1 and B-2 for photos of site.

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

Examination of Site: Each Proposer shall examine the site of work before bidding and shall be responsible of having acquired complete knowledge of the job. No variations or allowances from the contract terms of Scope will be made because of the lack of such examination. Please see time like for Pre- Bid Walkthrough date and time.

License Requirements: All Proposers will maintain all necessary and required licenses within the State of California and pursuant to Labor Code section 1725.5. be registered with the California Department of Industrial Relations (DIR).

Non- Discrimination: The Proposer, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract.

Prevailing Wage: Proposers are hereby notified that all work performed under this agreement is subject to the Davis-Bacon Federal minimum wage rate and prevailing wage rates pursuant to the California Labor Code. Pursuant to FEMA's Procurement Guidance for Recipients and Sub-Recipients Under 2 CFR Part 200 (Uniform Rules) and Section 1700. Et. Seq. of the California Labor Code, the Contractor, and all subcontractors shall not pay less than the prevailing rate of per diem wages as predetermined by the United States Secretary of Labor and by the Director of the California Department of Industrial Relations. If there is a difference between the Federal Minimum Wages and the General Prevailing Wage Determinations as predetermined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor shall pay no less than the higher wage rate.

Bonds: On award of Contract the winning Proposer shall deliver to the County for approval food and sufficient Payment and Performance bonds with sureties, in amount(s) specified in the proposal, guaranteeing Contractor's faithful performance of this Contract and Contractor's payment for all labor and material hereunder.

3.0 Submission Requirements

Proposal Format: Proposals must contain the following:

1. Completed Proposal Form

- a. Please complete and sign the attached proposal form. See attachment A-1

2. Qualifications

- a. Provide specific information concerning the Proposer's experience with the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted as appropriate.
- b. Proof of required licenses and registration with the DIR.

3. Company Profile

- a. Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience. Support your capacity to perform the services detailed in this RFP.

4. Approach:

- a. Please provide an estimated timeline for the work to be completed and a methodology for coordination both the replacement of the roof and the asbestos abatement.

5. References:

- a. Please include at least three (3) references, including name, address, telephone number, and Email, for whom similar services have been provided.

6. Price Proposal:

- a. Provide a transparent fee schedule that outlines all of the costs associated with the required services, broken down by category of products and services, and all on-going costs for recommended or required services.

The proposal must include all requirements as listed and correlate to the Scope of Work outlined under this RFP.

All costs associated with the preparation of a response to this RFP shall be borne by the Contractor.

The County reserves the right to request additional information or clarification. The County reserves the right to negotiate a final agreement and price with the successful Proposer(s) providing the best overall value to the County.

Conflict of Interest: Proposer(s) shall disclose to the County any interest, direct or indirect, which could conflict in any manner or degree with the performance of service required. At the

County's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Work.

4.0 Selection Process

The proposals received in response to this RFP will be screened by a selection committee. The selection committee will consider only the proposals which have been considered responsive to the RFP. Any proposal that fails to meet the RFP's requirements will be regarded as non-responsive and may be rejected. A proposal, which is in any way incomplete, irregular or conditional, at the County's discretion, may be rejected. The following criteria will be used in the evaluation of the potential consultants:

1. Qualifications
2. Approach
3. Experience and references
4. Proposed costs

The County may meet or interview any or all of the proposers during the evaluation process. Proposals not selected in the evaluation process may be awarded a contract should negotiations with the selected Proposer(s) prove unsuccessful.

The award of the Contract, should it be awarded, will be to the lowest responsive and responsible bidder whose Proposal complies with all of the requirements prescribed, based on what is in the best interest of the County. Such award, if made, will be made within sixty (60) days after the opening of the sealed proposals. The County reserves the right to reject any and all proposals and reserves the right to waive any non-substantive defects in the proposals (**Attachment C-2**).

5.0 General Information

Proposals must be submitted by way of mail, hand delivery, and/or electronic means, as described below:

- **Hand Delivery:** Hard copy proposals submitted by hand delivery must be received at Department of General Services, 190 Greenhorn Road, Yreka CA, 96097 on or before **July 05, 2022 at 3:00 PM** (ATTN: Amanda Kimball, Project Coordinator). Please note "RFP #22-107010-04" on front of envelope.
- **Mailing:** Hard copy proposals by way of mail must be mailed to Department of General Services, 190 Greenhorn Road, Yreka CA, 96097(ATTN: Amanda Kimball, Project Coordinator). and postmarked by **July 05, 2022 at 3:00 PM**. Please note "RFP #22-107010-04" on front of envelope.

Proposers shall provide one (1) original copy with signature and Three (3) exact copies of the original by hand delivery, mail, as instructed above.

Proposers are asked to direct all inquiries related to the project(s) to **Amanda Kimball by email, akimball2@co.siskiyou.ca.us**

The County will provide the following to assist the selected entity(s):

- Designate a person to act as the County's point of contact with respect to the work performed under the contract.
- Information, as legally allowed and reasonably attainable, in possession of the County that relates to the requirements of the project(s) or which is relevant for the project(s).
- Facilitate coordination with other entities, local agencies, organizations, and individuals if necessary.
- Advice on the project scope of work.
- Review and validation of project deliverables.

A contract award resulting from this RFP will be made without discrimination on any basis prohibited under state or federal law.

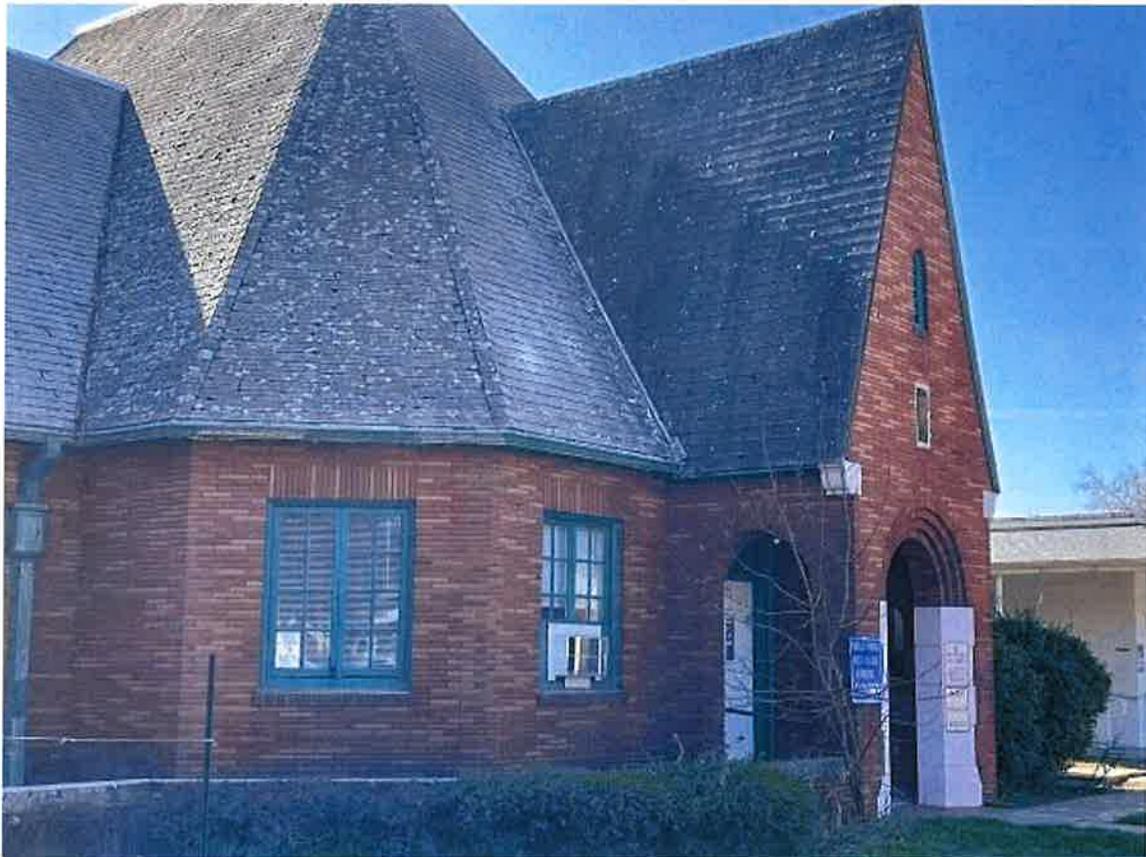
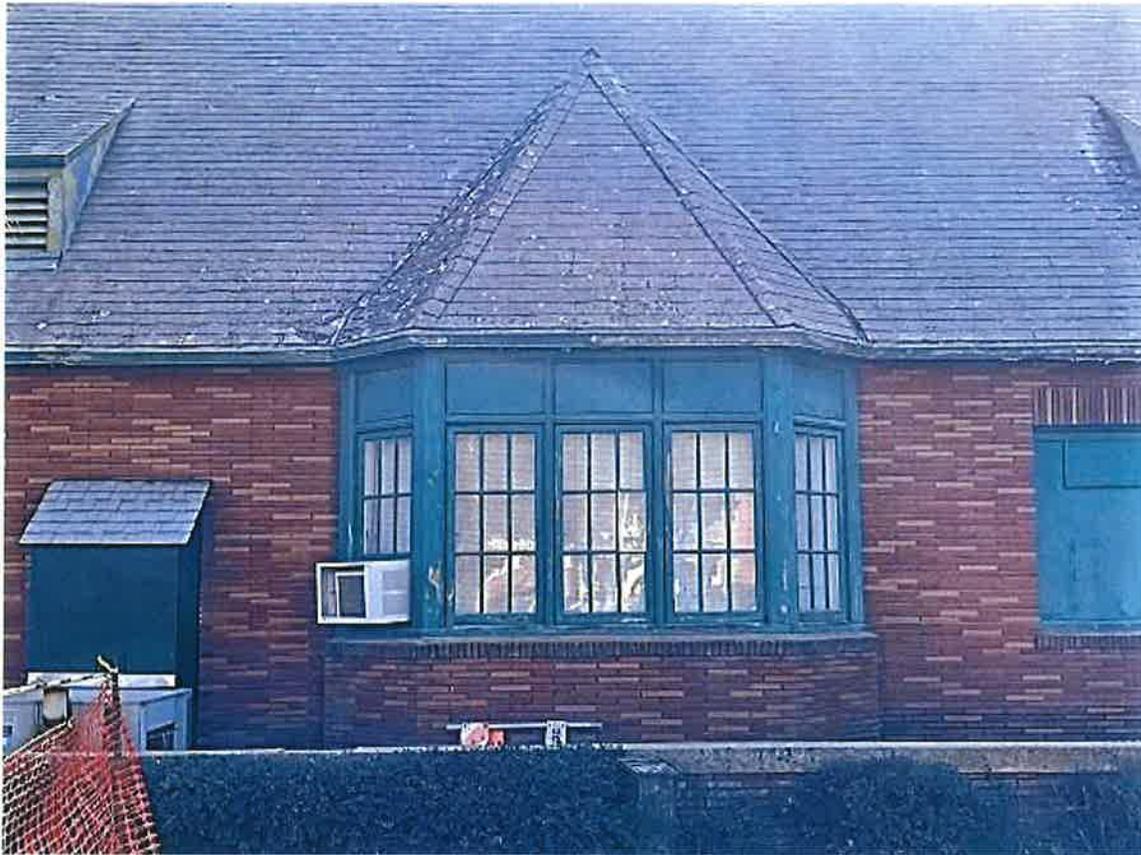
6.0 Attachments

- A-1 Bid Proposal Form (one for each bid)
- A-2 Public Health Photos of site
- A-3 Public Health Roof Map
- B-1 Admin Center Roof Plan
- B-2 Admin Center Rood Plan Gutters
- C-1 Public Work Contract
- C-2 Proposal Evaluation

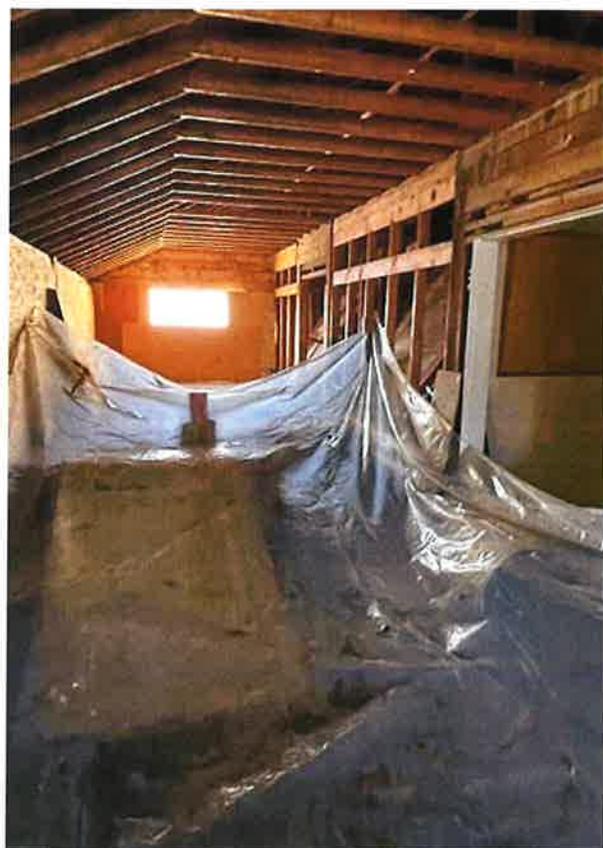
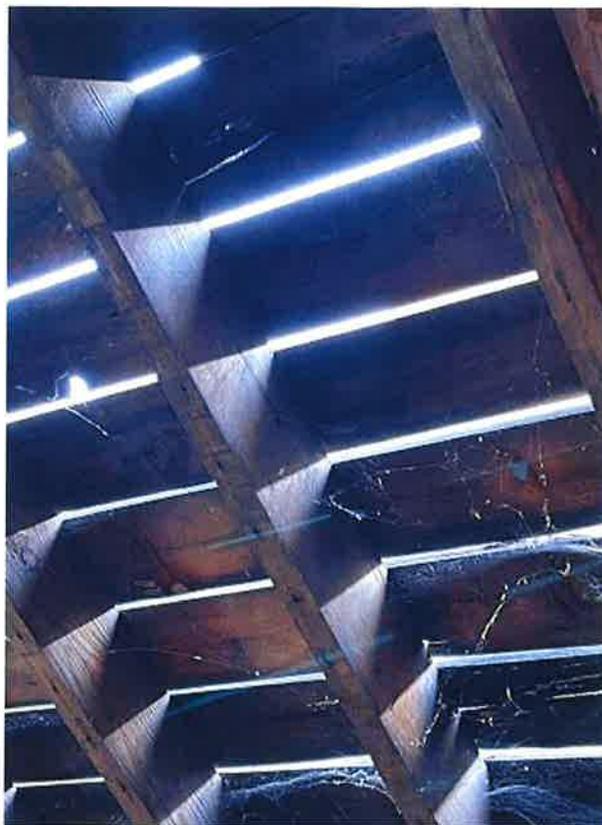
Attachment: A-2
Photos of 810 S. Main St. Yreka, CA





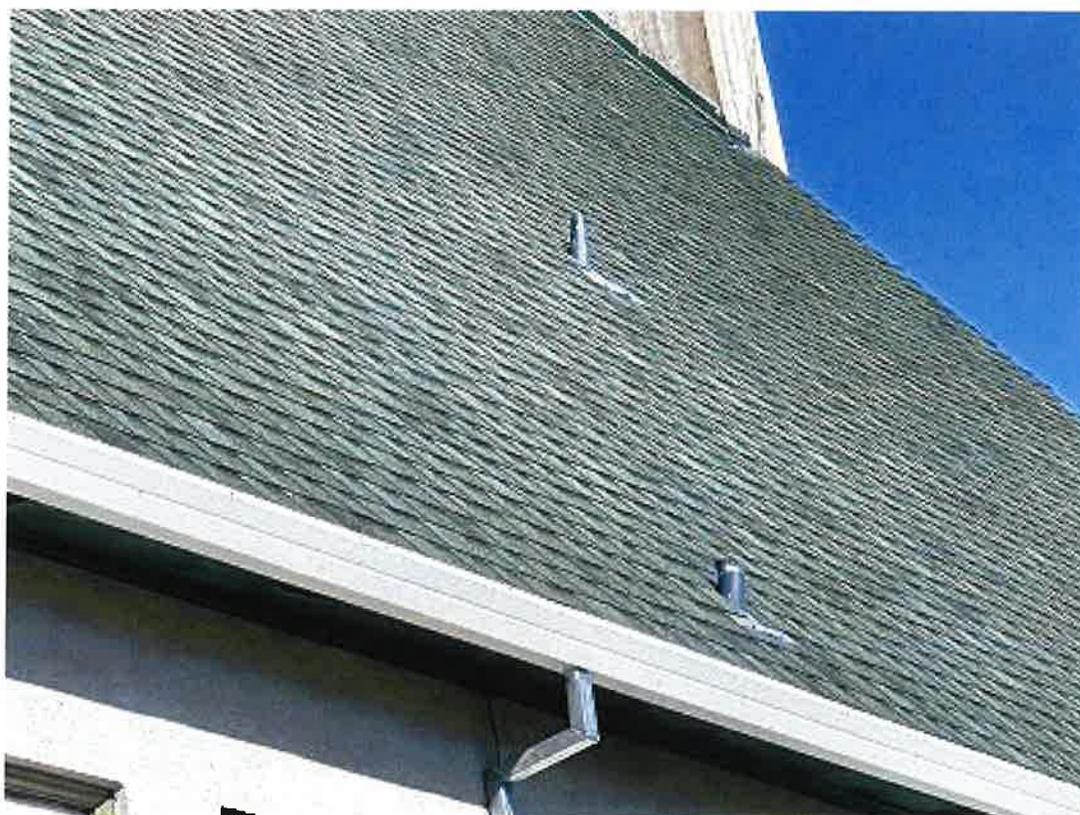


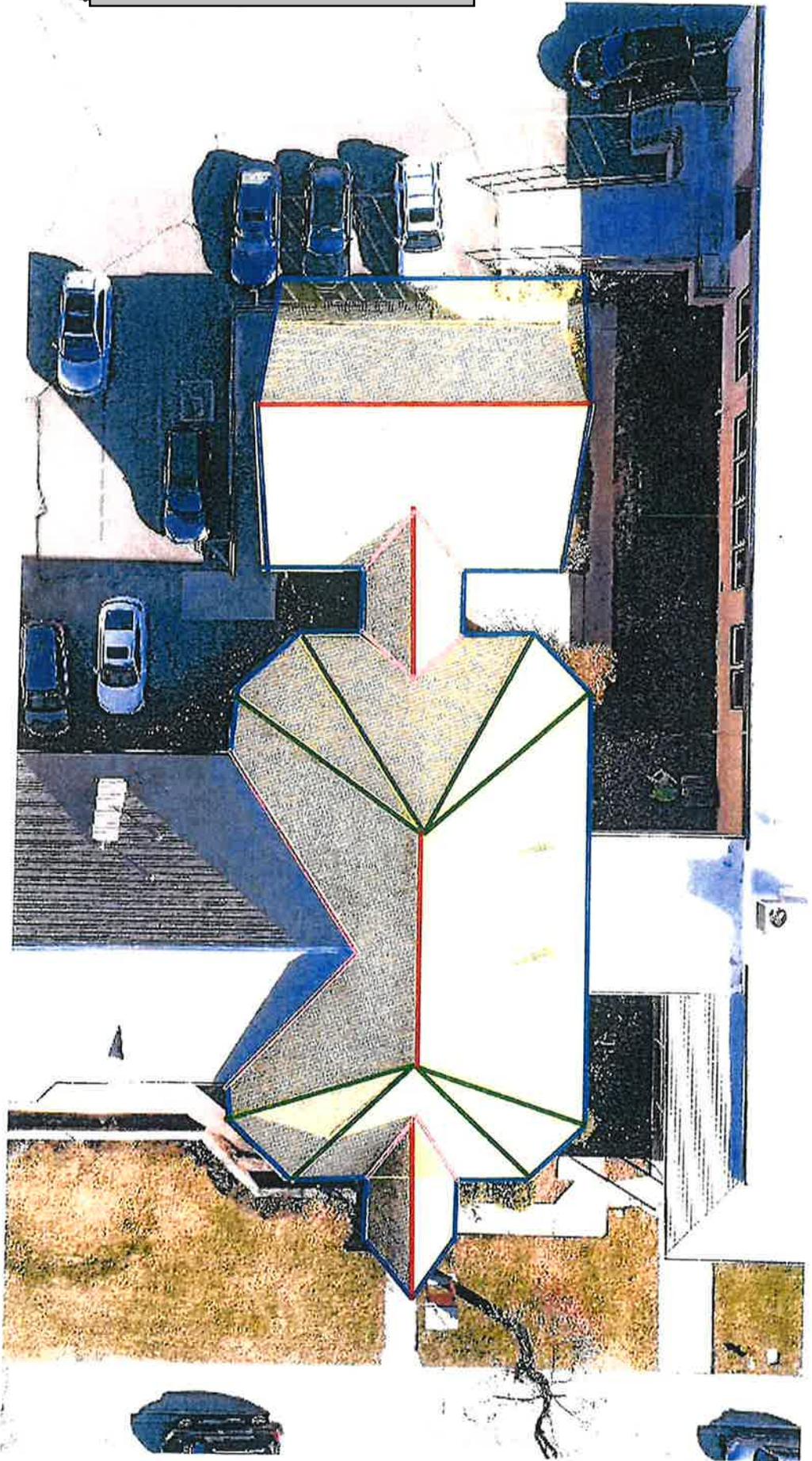








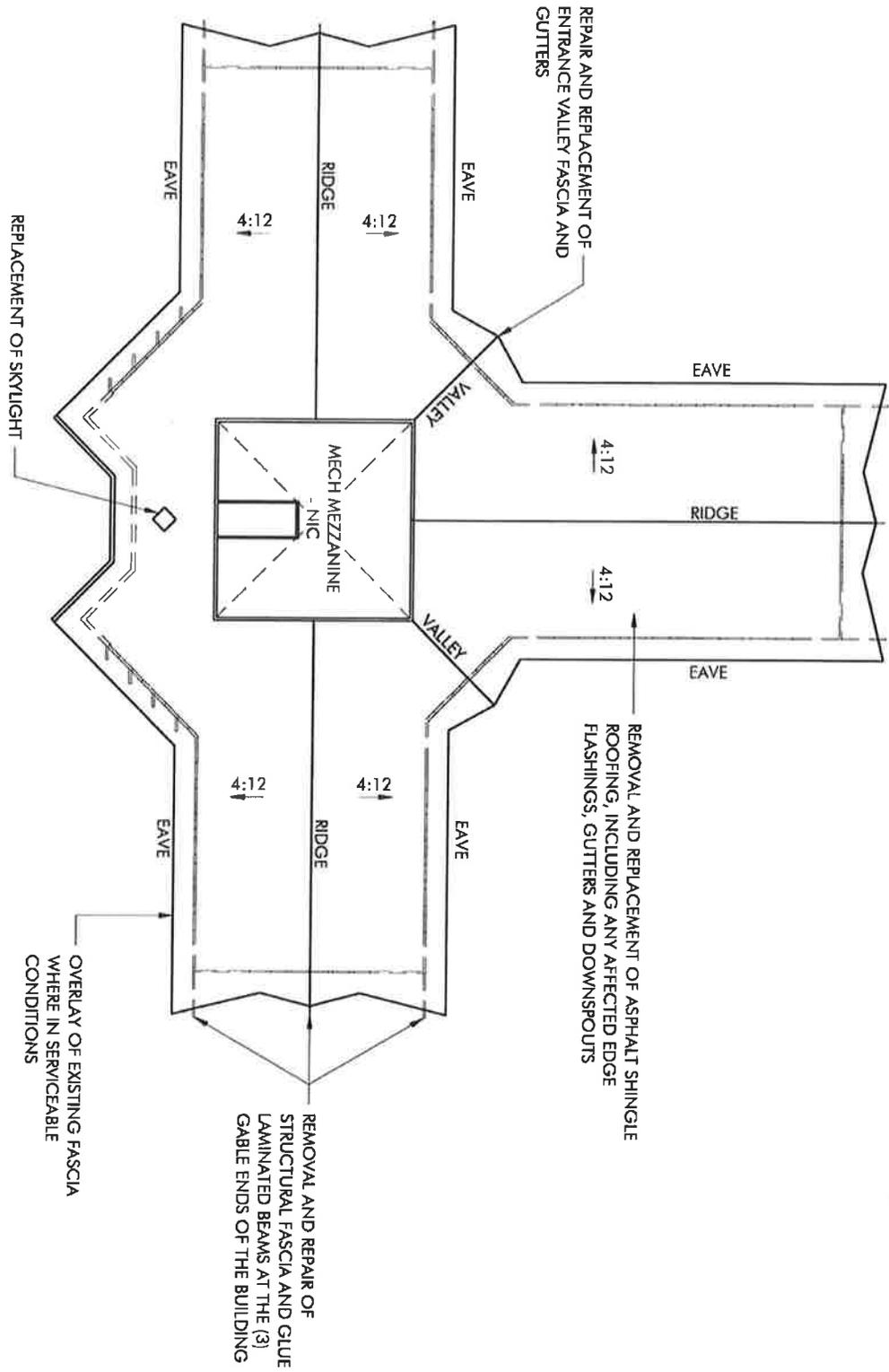




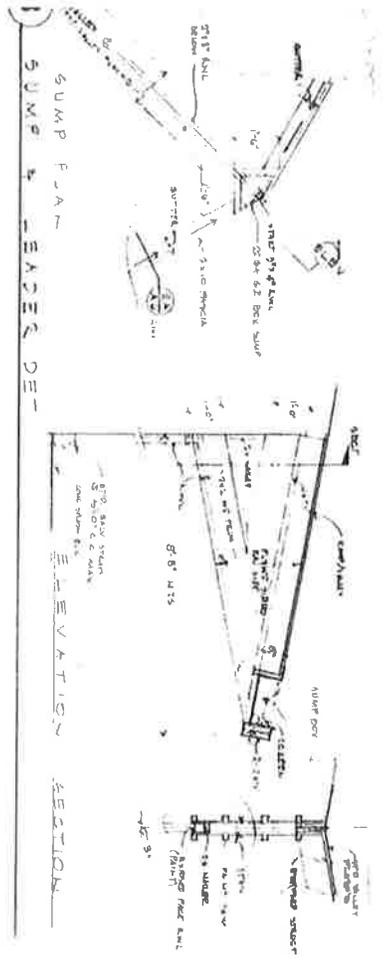


Attachment B-1

ROOF PLAN - SCOPE DIAGRAM
NTS



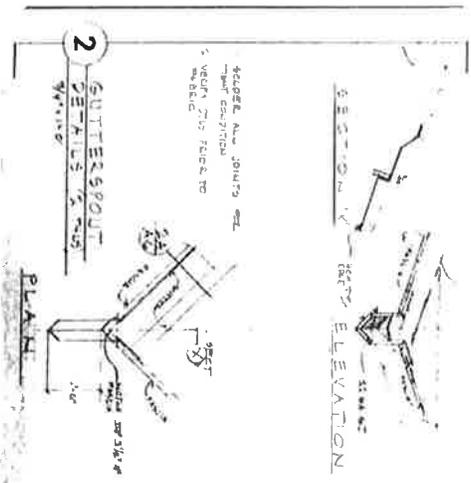
siskiyoudesigngroup, inc.
Guy Fryer, Architect



1 ROOF PLAN SCALE: 1/8" = 1'-0"



2 GUTTERS/ROOF DETAILS SCALE: AS NOTED



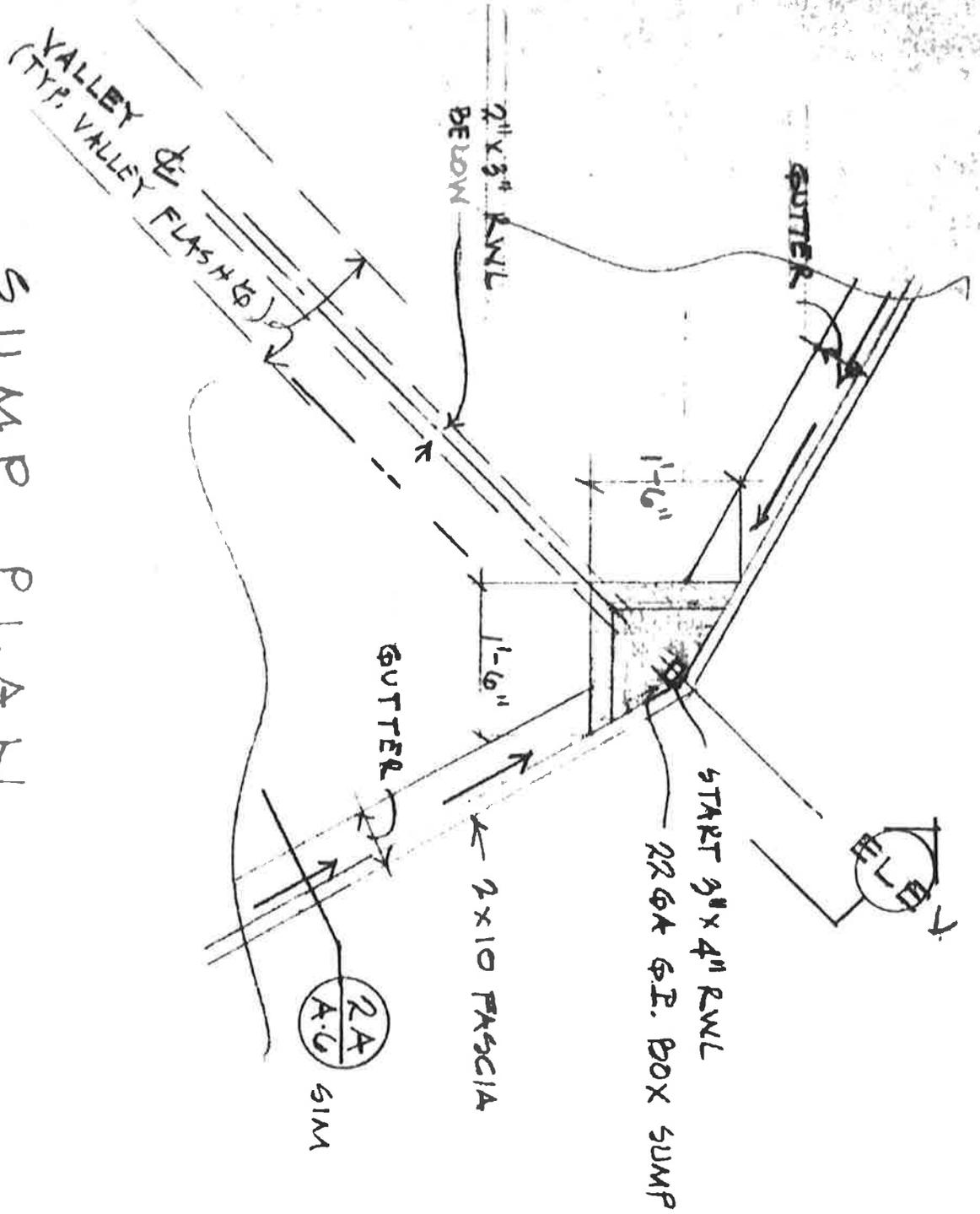
<p>SHEET A-4</p>	<p>KLAMATH NATIONAL FOREST ADMINISTRATION BUILDING YREKA, CALIFORNIA 98097</p>	<p>ARCHITECTURE / PLANNING GREEN/LAVEE ASSOCIATES 510 GRAND AVENUE CALIFORNIA</p> <p>PROJECT DEVELOPMENT GREEN/LAVEE ASSOCIATES 510 GRAND AVENUE CALIFORNIA</p>	<p>ROOF PLAN & DETAILS SCALE: AS NOTED</p>	<p>DATE: 11-12-20 REVISIONS:</p>
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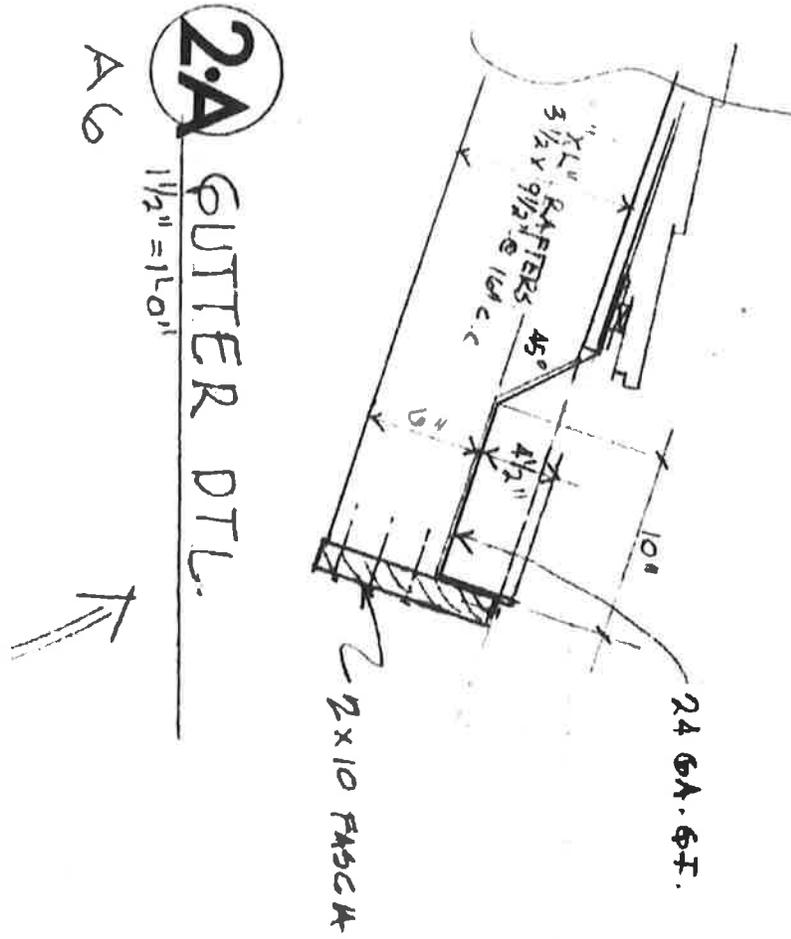
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SUMP & LEADER DET.

SUMP PLAN





JUNE 11, 1979

REVISIONS

YREKA USFS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Easterly Surety & Ins.Svcs.Inc 56 Mayhew Way Walnut Creek,, CA 94597 Kevin P. Easterly	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Associated Industries Ins Co</td> <td style="width: 20%; text-align: right;">23140</td> </tr> <tr> <td>INSURER B : RLI Insurance Company</td> <td style="text-align: right;">13056</td> </tr> <tr> <td>INSURER C : Evanson Insurance Company</td> <td style="text-align: right;">35378</td> </tr> <tr> <td>INSURER D : Transverse Insurance Company</td> <td style="text-align: right;">21075</td> </tr> <tr> <td>INSURER E : ALLSTATE INSURANCE COMPANY</td> <td style="text-align: right;">19232</td> </tr> <tr> <td>INSURER F : Axis Insurance Company</td> <td style="text-align: right;">37273</td> </tr> </table>	INSURER A : Associated Industries Ins Co	23140	INSURER B : RLI Insurance Company	13056	INSURER C : Evanson Insurance Company	35378	INSURER D : Transverse Insurance Company	21075	INSURER E : ALLSTATE INSURANCE COMPANY	19232	INSURER F : Axis Insurance Company	37273
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INSURER F : Axis Insurance Company	37273												
INSURED Ark Design Construction and Roofing, Inc. Joe Van Sweden P.O. Box 868 Palo Cedro, CA 96073-0868													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			AES1029172 04	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			648923576-01	02/27/2022	02/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			EXA1189776-03	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	FOR-WC-00000207-0	12/25/2021	12/25/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			MKLV5ENV103415	02/15/2022	02/15/2023	aggregate 2,000,000 occurrenc 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER <div style="text-align: center;">BIDDING</div> <p style="text-align: center;">CERTIFICATE ISSUED FOR BIDDING & PRESENTATION PURPOSES ONLY CALL 1-800-932-9987 TO VERIFY COVERAGE</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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The following page(s) contain the backup material for Agenda Item: [GENERAL SERVICES](#)
Please scroll down to view the backup material.

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: 5 Meeting Date: 8/9/22

OR

Consent

Contact Person/Department: Amanda Kimball General Service Phone: 842-8272

Address: 190 Greenhorn Road

Person Appearing/Title: Amanda Kimball Project Coordinator

Subject/Summary of Issue:

Please approve the Contact (#22-107010-04B) with Ark Design Construction and Roofing, Inc. for the reroof at 1312 Fairlane Road Yreka.

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount: \$365,000

Fund: 2164 Description: _____ Org.: 207030 Description: _____

Account: 761010 Description: _____

Activity Code: _____ Description: _____

Local Preference: YES NO

For Contracts – Explain how vendor was selected: Request for Proposal

Additional Information:

Recommended Motion:

To approve the contract with Ark Design Construction and Roofing, Inc. for the reroof at 1312 Fairlane Road Yreka.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) Quantity: _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

CONTRACT

(Public Works Agreement Informally Bid as Authorized by Public Contract Code Section 10122)
(Siskiyou County Standard Form Contract No. 22-107010-04B)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2021 Edition.

(See Secs. 26,2) Parties: County Department of General Services
SISKIYOU COUNTY
190 Greenhorn Road
Yreka, CA 96097

and

Contractor: Ark Design Construction & Roofing Inc.
9470 Deschutes Road
PO Box 868
Palo Cedro, CA 96073-0868

(See Sec. 26) Effective Date: August 9th, 2022

(See Sec. 2) The Scope of Work: See Exhibit A and B attached hereto. The location of this project is 1312 Fairlane Road Yreka, CA

(See Sec. 3) Completion Time: Within 120 calendar days from the start date August 9th 2022, as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price Not to Exceed: Three Hundred Sixty Five Thousand Dollars and no/100 (\$365,000.00)

(See Sec. 7) Federal Taxpayers I.D.: 68-0310708, DIR #1000063701. License No. 632117

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2021 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1 August 9th, 2022.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY**. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute

this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING**. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **TERMINATION.** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

- 1. Bankruptcy or insolvency of Contractor;
- 2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

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27. SIGNATURES & ACKNOWLEDGEMENT.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1725.5, 1861 and 3700 concerning Workers' Compensation Law,

By: ^{DocuSigned by:} Joe Van Sweden, President Date: 7/28/2022
DF91B07E1DC2437...
Joe Van Sweden, President
Ark Design Construction & Roofing Inc. (CORPORATE SEAL)

By: ^{DocuSigned by:} Travis Van Sweden, Vice President Date: 7/28/2022
DF04B07E1DC2437...
Travis Van Sweden, Vice President
Ark Design Construction & Roofing Inc.

License No.: 632117
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

APPROVED AS TO ACCOUNTING FORM:
FUND ORGANIZATION ACCOUNT ACTIVITY CODE (if applicable)
2164 207030 761010 NTE: \$365,000.00

MAILING: P.O. BOX 868 PALO CEDRO, CA 96073

STREET: 9470 DESCHUTES RD. PALO CEDRO, CA 96073

DVBE, SBE #2016010 DIR, #100063701

Phone (530) 547-3890

Fax (530) 547-4170

E-mail:

Phone 530-598-6837	Cell	Date 7/1/2022
Name:		
Address		
Job Number 15267	Job Phone	

To: Yreka Public Works
Affn Jon Hall
1312 Fairlane Rd.
Yreka CA, 96097

WE PROPOSE TO FURNISH ALL LABOR AND MATERIALS TO PERFORM THE FOLLOWING WORK:

Roof Replacement and Gable End Rebuild Proposal

Items To Be Included and Installed as Listed Below

- *Remove 1 Layer Of Existing Asphalt Shingles
 - *Remove Existing Plywood As Needed To Rebuild 3 Gable Ends
 - *Remove Existing Gable Ends Glue Laminated Beams
 - *Cut Existing Out Lookers, Ridge And Eave Beams As Needed To Achieve A Consistent 3-4' Straight Overhang At 3 Gable Ends
 - *Install New 3x12 PVL Structural Beams At 3 Gable Ends
 - *Install New 2x12 Pre-Primed Facia At 3 Gable Ends
 - *Install New Plywood roof Sheeting As Needed At 3 Gable Ends
 - **Remove and Replace Up To 200 Linear Ft Existing Wood Fascia At Eave Of Remaining Building
 - *Prime All New Lumber With 1 Coat Exterior Paint
 - *Remove And Replace Existing External Gutters At 3 Locations
 - *Install 1 3' Row Ice And water self Adhering Underlayment At all Eaves, Valleys, Ridges And Gable Ends
 - *Install A Synthetic Underlayment On Entire Roof
 - *Install New Valley Metal
 - *Install New Drip Edge Metal
 - *Install a 30 Year Class A Architectural Asphalt Shingle Roof System Per Manufactures Recommendations
 - *Install New 10" High Profile Ridge At Main Ridge Lines
 - *Install 1 New Aluminum Dome Style Skylight Per Plan
 - *Clean Up And Haul Away All Related Debris
 - *Permit Included, Prevailing Wages Figured, Payment And Performance Bonds Figured
- 5 Year Workmanship Guaranty

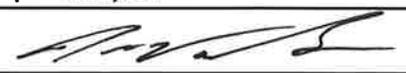
Bid Price \$365,000.00

Note: Excludes Upper Roof Mechanical Well Engineering and Plans. If Required By County For Permit. Paint To Be 1 Coat Exterior Primer Only

Ark Design is not responsible for loss of satellite or internet connection, damage or cracks to driveways/walkways Any dry rot, sheeting and sheet metal flashing repairs needed will be completed on a per job basis at a rate to be discussed and agreed upon prior to commencement of the work

Payment to be made as follows: **Commercial - Per Draw Schedule / Residential- In Full Upon Completion**

All material is guaranteed to be as specified. All work to be in professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our company carries Worker's Compensation Insurance and General Liability Insurance for all of our projects. In any action to enforce the terms of this contract and / or to recover for any breach of this contract, the prevailing party shall be entitled to recover all of their attorneys fees and costs.

Authorized Signature	
TRAVIS VAN SWEDEN, VICE PRESIDENT	
Name / Title	
NOTE: This proposal may be withdrawn if not accepted within 20 days. Also, prices may be increased due to rising insurance & material costs	

ACCEPTANCE OF PROPOSAL- The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Date of Acceptance: 7/12/22

Signature: by B. Hall



County Of Siskiyou

Request for Proposals (RFP) RFP # 22-107010-04 – General Services

for

ROOF REPLACEMENT AND ASBESTOS ABATEMENT OF TWO COUNTY OWNED BUILDINGS YREKA, CA 96097

Proposals may be mailed, or delivered to:

Amanda Kimball
Project Coordinator
Department of General Service
190 Greenhorn Road
Yreka, CA 96097
akimball2@co.siskiyou.ca.us

**Proposals Due by:
July 05, 2022
3:00 PM pst.**

County of Siskiyou
Request for Proposals
for ROOF REPLACEMENT AND ASBESTOS ABATEMENT OF TWO
COUNTY OWNED BUILDING YREKA, CA 96097

The following schedule of events will be followed to the extent achievable; however, the County reserves the right to adjust or make changes to the schedule as needed.

Estimated Timeline of Events

Date	Activity
6/13/22	Release of Request for Proposals (RFP)
6/27/22	Mandatory Pre-Bid Walk-through at 10:00 AM Start at 1312 Fairlane Road
6/29/22	Deadline to Submit Questions- Q & A's will be posted on the County's Website by 5PM this day
7/05/22	Submission of Proposals due by 3:00 PM
7/11/22	Review of Proposals
Within 60 days of Review	Notification of Final Selection
TBD	Board of Supervisors Approval
TBD	Public Works Contract Start Date – See Attachment C-1

1.0 Preface

The County of Siskiyou, hereafter referred to as "The County," is located in Northern California and borders Oregon. This Request for Proposals (RFP) announces the intent of the County of Siskiyou to retain the services of a contractor, engineer or architect to abate and replace the roof at the Public Health building located at 810 S Main, Yreka, CA 96097 and the Siskiyou County Administration Center located at 1312 Fairlane Road, Yreka, CA 96097.

2.0 Scope of Work

Services the successful Proposer(s) will be expected to provide and itemize for each project, include but are not limited to:

810 S Main, Yreka CA 96097

- Abate 1 layer existing asbestos roofing material
- Line attic space with plastic to protect area from asbestos related demo
- Remove and abate building between old cafeteria and main roof below roof eave line
- Remove four (4) dormer vents and replace roof sheeting with material comparable to the existing surrounding roof sheeting
- Install a self-adhering ice and water underlayment on all eaves, rakes, and valleys. Underlayment for eaves to extend from the eaves edge to minimum of two (2) feet inside the wall line. Underlayment of valleys to be a minimum of three (3) feet
- Install 1 layer 15lb felt underlayment on remaining roof area
- Install a starter course around perimeter
- Install 2X2 drip edge metal on all gable ends and eaves (current code calls for eaves drip edge to be metal)
- Install a 30-year architectural asphalt shingles
- Install a high profile ridge cap material on all hips and main ridge lines
- Seal and paint all plumbing and other roof vent flashing
- Install new 5" seamless gutters and drain water into existing collector boxes and down spout
- The re-roof and asbestos abatement with need to be coordinated and performed simultaneously.
- Clean up and disposal of all material
- Obtain permits for work
- 5-year workmanship guarantee

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

Please see Attachment A-2 and A-3 for photos of site.

1312 Fairlane Road, Yreka CA 96097

- Removal, abate and replacement of exiting asphalt shingle roofing, including any affected edge flashing. The estimated area is 33500 SF
- Remove and replace gutters at Southeast (SE) and Northeast (NE) entrances and under valley gutter flashing to include replacement of the Drain Sumps (2EA). Remove

and replace gutters at West (W) main entrance including the Gutter Spouts (2EA).
Remove and replace Skylight at West (W) entrance.

- Remove and replace all 2x10 Fascia on the W, NE, and SE sides of the building.
- Removal or repair of the 5 1/8x18 structural glue laminated beams. They are showing serious signs of deterioration. The beams may need to be analyzed to establish the limits of sever deterioration. All six (6) beams need to be analyzed to see if just the ends can be treated or if the fascia beams require to be moved and alter the roof like toward the building by shortening the rafters the required distance and replacing the 3 1/2x 12 1/2 Glu Lam fascia.
- Clean up and disposal of all material
- Obtain permits for work
- 5-year workmanship guarantee

Please see Attachment B-1 and B-2 for photos of site.

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

Examination of Site: Each Proposer shall examine the site of work before bidding and shall be responsible of having acquired complete knowledge of the job. No variations or allowances from the contract terms of Scope will be made because of the lack of such examination. Please see time like for Pre- Bid Walkthrough date and time.

License Requirements: All Proposers will maintain all necessary and required licenses within the State of California and pursuant to Labor Code section 1725.5. be registered with the California Department of Industrial Relations (DIR).

Non- Discrimination: The Proposer, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract.

Prevailing Wage: Proposers are hereby notified that all work performed under this agreement is subject to the Davis-Bacon Federal minimum wage rate and prevailing wage rates pursuant to the California Labor Code. Pursuant to FEMA's Procurement Guidance for Recipients and Sub-Recipients Under 2 CFR Part 200 (Uniform Rules) and Section 1700. Et. Seq. of the California Labor Code, the Contractor, and all subcontractors shall not pay less than the prevailing rate of per diem wages as predetermined by the United States Secretary of Labor and by the Director of the California Department of Industrial Relations. If there is a difference between the Federal Minimum Wages and the General Prevailing Wage Determinations as predetermined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor shall pay no less than the higher wage rate.

Bonds: On award of Contract the winning Proposer shall deliver to the County for approval food and sufficient Payment and Performance bonds with sureties, in amount(s) specified in the proposal, guaranteeing Contractor's faithful performance of this Contract and Contractor's payment for all labor and material hereunder.

3.0 Submission Requirements

Proposal Format: Proposals must contain the following:

1. Completed Proposal Form

- a. Please complete and sign the attached proposal form. See attachment A-1

2. Qualifications

- a. Provide specific information concerning the Proposer's experience with the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted as appropriate.
- b. Proof of required licenses and registration with the DIR.

3. Company Profile

- a. Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience. Support your capacity to perform the services detailed in this RFP.

4. Approach:

- a. Please provide an estimated timeline for the work to be completed and a methodology for coordination both the replacement of the roof and the asbestos abatement.

5. References:

- a. Please include at least three (3) references, including name, address, telephone number, and Email, for whom similar services have been provided.

6. Price Proposal:

- a. Provide a transparent fee schedule that outlines all of the costs associated with the required services, broken down by category of products and services, and all on-going costs for recommended or required services.

The proposal must include all requirements as listed and correlate to the Scope of Work outlined under this RFP.

All costs associated with the preparation of a response to this RFP shall be borne by the Contractor.

The County reserves the right to request additional information or clarification. The County reserves the right to negotiate a final agreement and price with the successful Proposer(s) providing the best overall value to the County.

Conflict of Interest: Proposer(s) shall disclose to the County any interest, direct or indirect, which could conflict in any manner or degree with the performance of service required. At the

County's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Work.

4.0 Selection Process

The proposals received in response to this RFP will be screened by a selection committee. The selection committee will consider only the proposals which have been considered responsive to the RFP. Any proposal that fails to meet the RFP's requirements will be regarded as non-responsive and may be rejected. A proposal, which is in any way incomplete, irregular or conditional, at the County's discretion, may be rejected. The following criteria will be used in the evaluation of the potential consultants:

1. Qualifications
2. Approach
3. Experience and references
4. Proposed costs

The County may meet or interview any or all of the proposers during the evaluation process. Proposals not selected in the evaluation process may be awarded a contract should negotiations with the selected Proposer(s) prove unsuccessful.

The award of the Contract, should it be awarded, will be to the lowest responsive and responsible bidder whose Proposal complies with all of the requirements prescribed, based on what is in the best interest of the County. Such award, if made, will be made within sixty (60) days after the opening of the sealed proposals. The County reserves the right to reject any and all proposals and reserves the right to waive any non-substantive defects in the proposals (**Attachment C-2**).

5.0 General Information

Proposals must be submitted by way of mail, hand delivery, and/or electronic means, as described below:

- **Hand Delivery:** Hard copy proposals submitted by hand delivery must be received at Department of General Services, 190 Greenhorn Road, Yreka CA, 96097 on or before **July 05, 2022 at 3:00 PM** (ATTN: Amanda Kimball, Project Coordinator). Please note "RFP #22-107010-04" on front of envelope.
- **Mailing:** Hard copy proposals by way of mail must be mailed to Department of General Services, 190 Greenhorn Road, Yreka CA, 96097(ATTN: Amanda Kimball, Project Coordinator). and postmarked by **July 05, 2022 at 3:00 PM**. Please note "RFP #22-107010-04" on front of envelope.

Proposers shall provide one (1) original copy with signature and Three (3) exact copies of the original by hand delivery, mail, as instructed above.

Proposers are asked to direct all inquiries related to the project(s) to **Amanda Kimball by email, akimball2@co.siskiyou.ca.us**

The County will provide the following to assist the selected entity(s):

- Designate a person to act as the County's point of contact with respect to the work performed under the contract.
- Information, as legally allowed and reasonably attainable, in possession of the County that relates to the requirements of the project(s) or which is relevant for the project(s).
- Facilitate coordination with other entities, local agencies, organizations, and individuals if necessary.
- Advice on the project scope of work.
- Review and validation of project deliverables.

A contract award resulting from this RFP will be made without discrimination on any basis prohibited under state or federal law.

6.0 Attachments

- A-1 Bid Proposal Form (one for each bid)
- A-2 Public Health Photos of site
- A-3 Public Health Roof Map
- B-1 Admin Center Roof Plan
- B-2 Admin Center Rood Plan Gutters
- C-1 Public Work Contract
- C-2 Proposal Evaluation

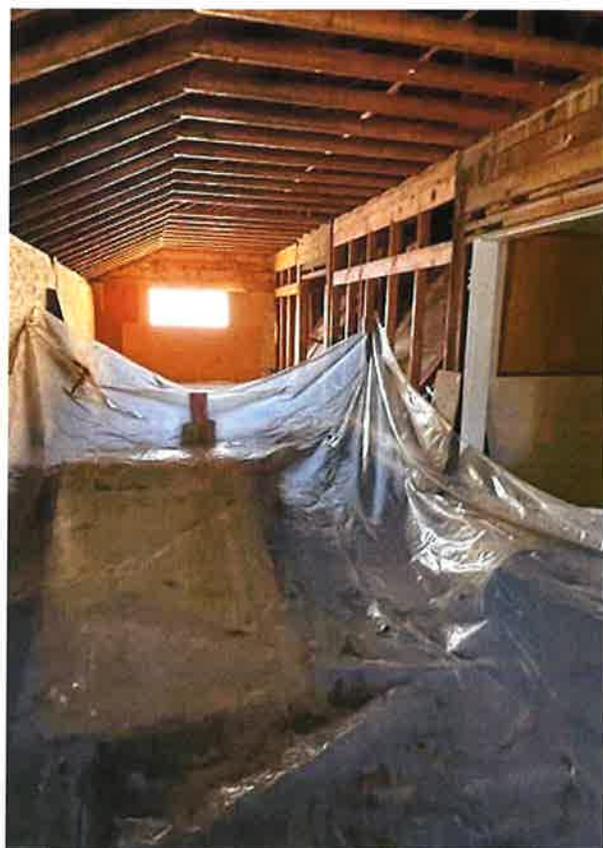
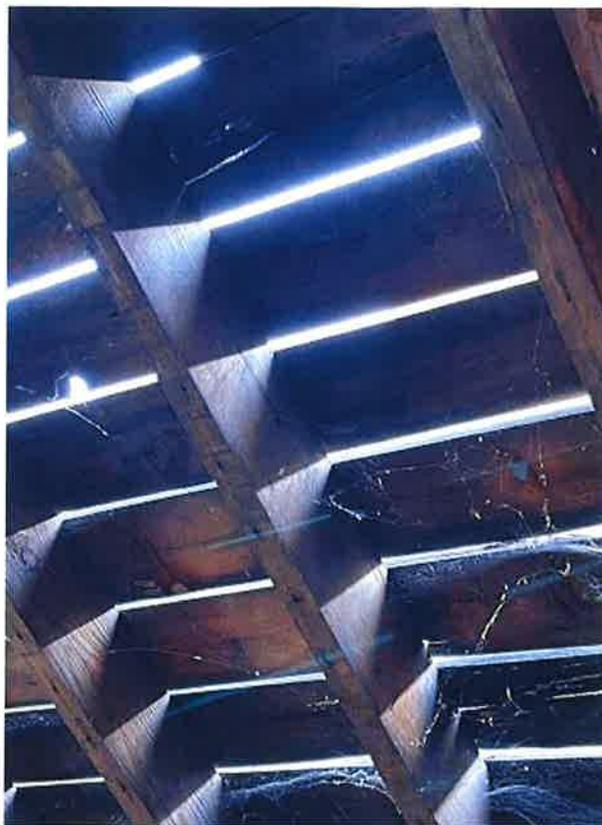
Attachment: A-2
Photos of 810 S. Main St. Yreka, CA



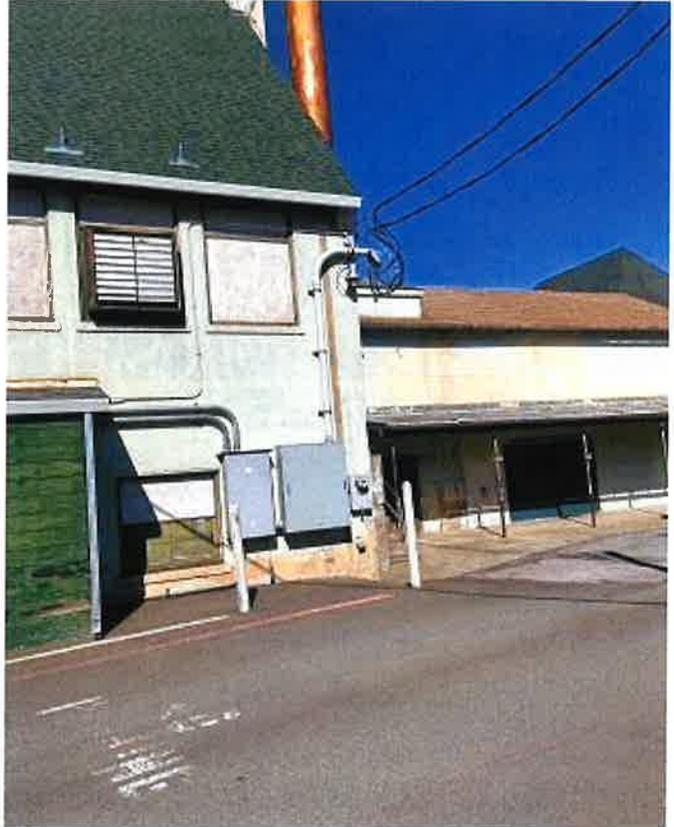




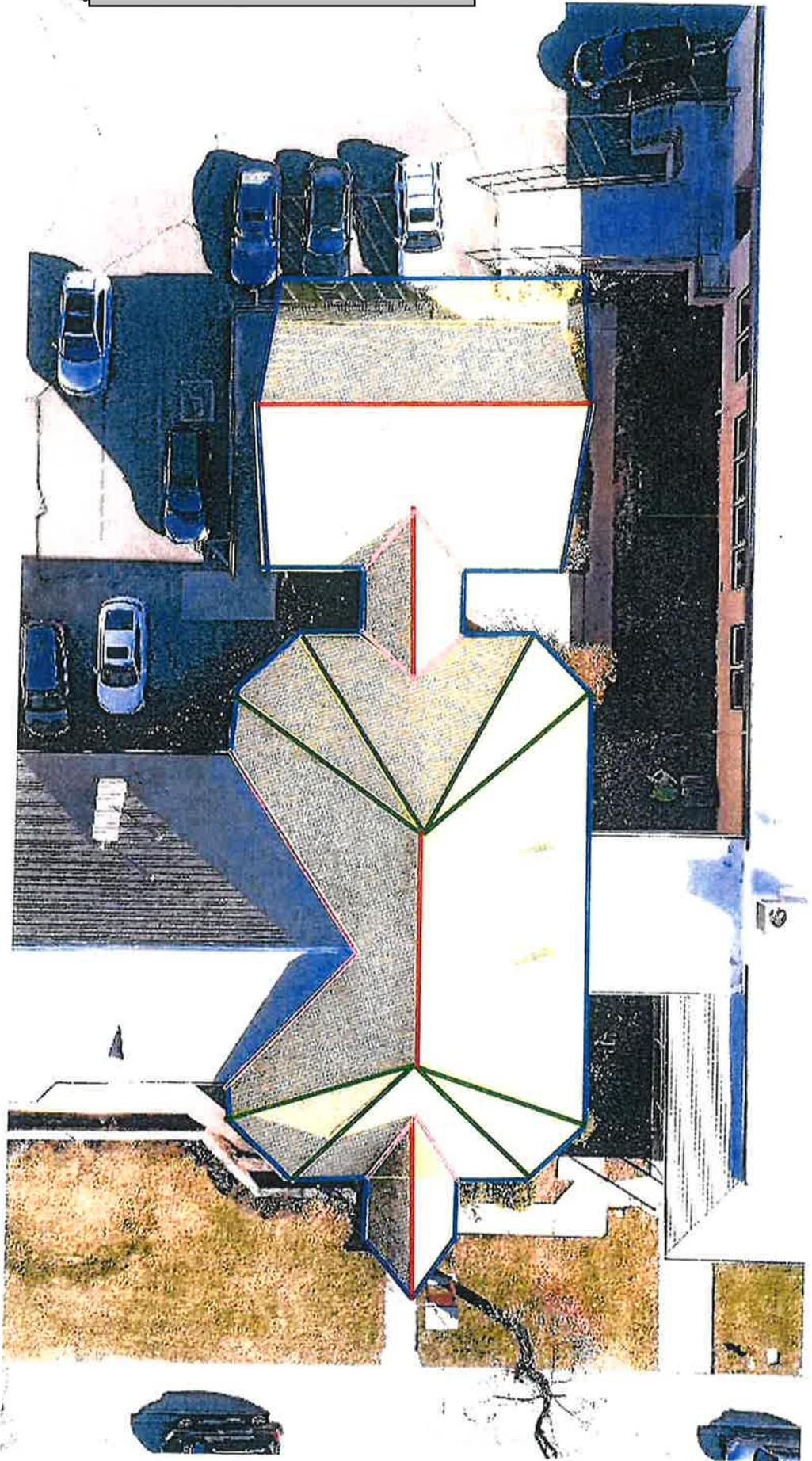








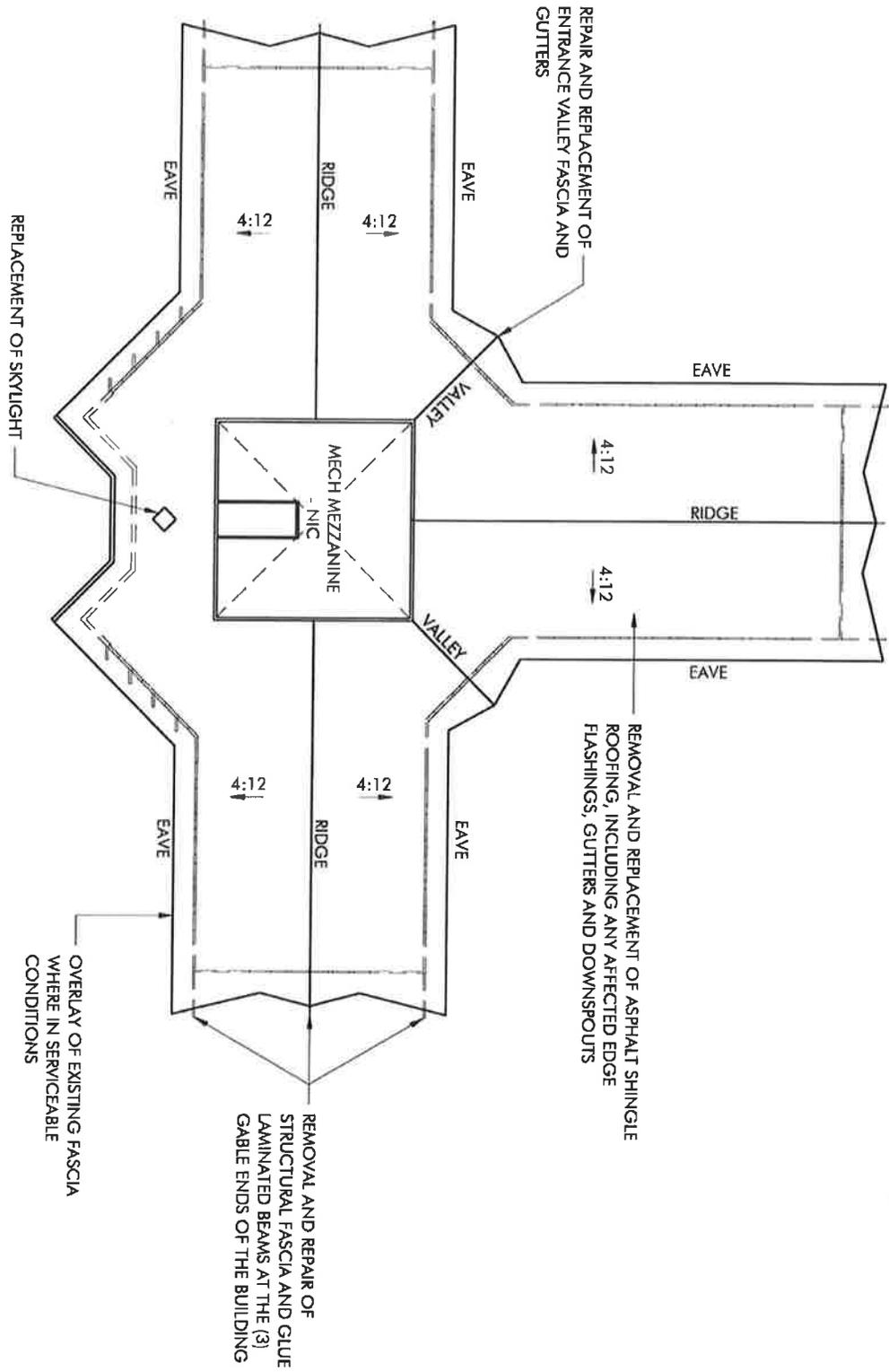






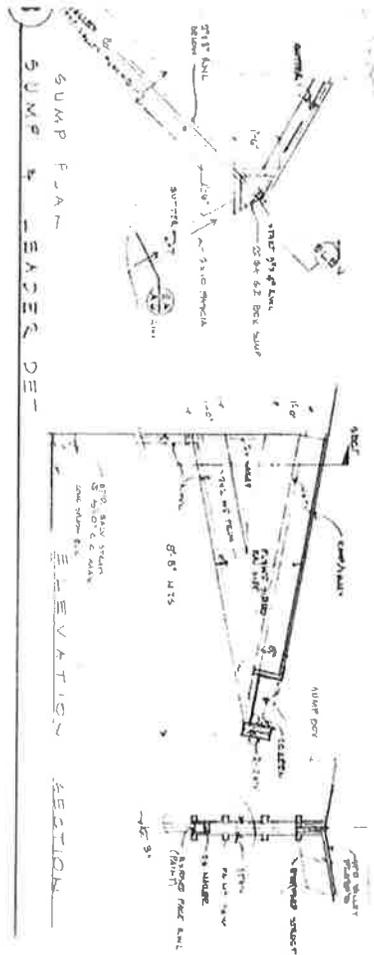
Attachment B-1

ROOF PLAN - SCOPE DIAGRAM
NTS

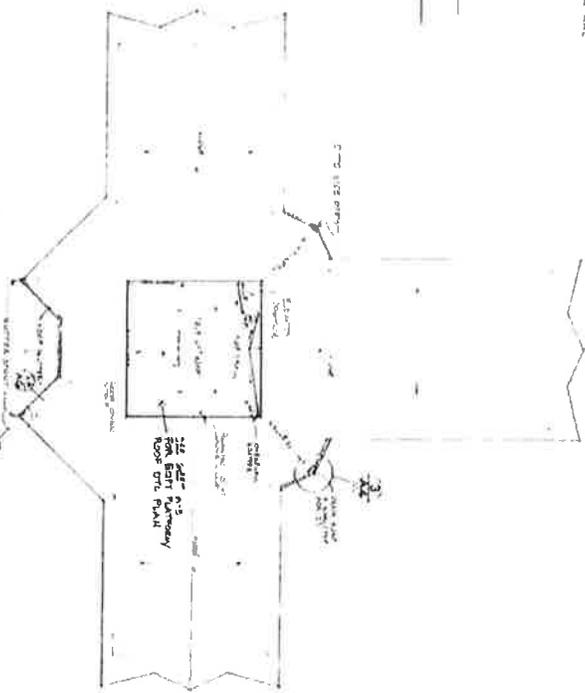




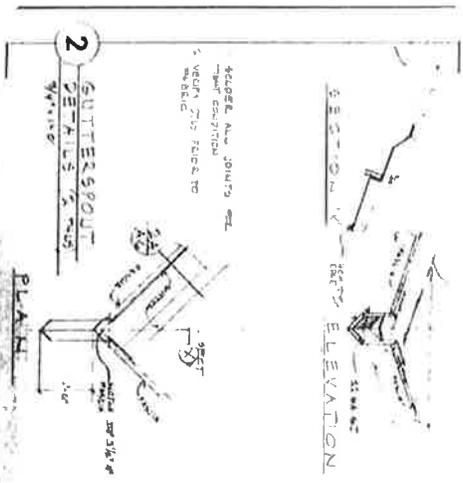
 siskiyoudesigngroup, inc.
 Guy Fryer, Architect



1 ROOF PLAN SCALE: 1/8" = 1'-0"



2 GUTTERS/ROOF DETAILS SCALE: AS NOTED



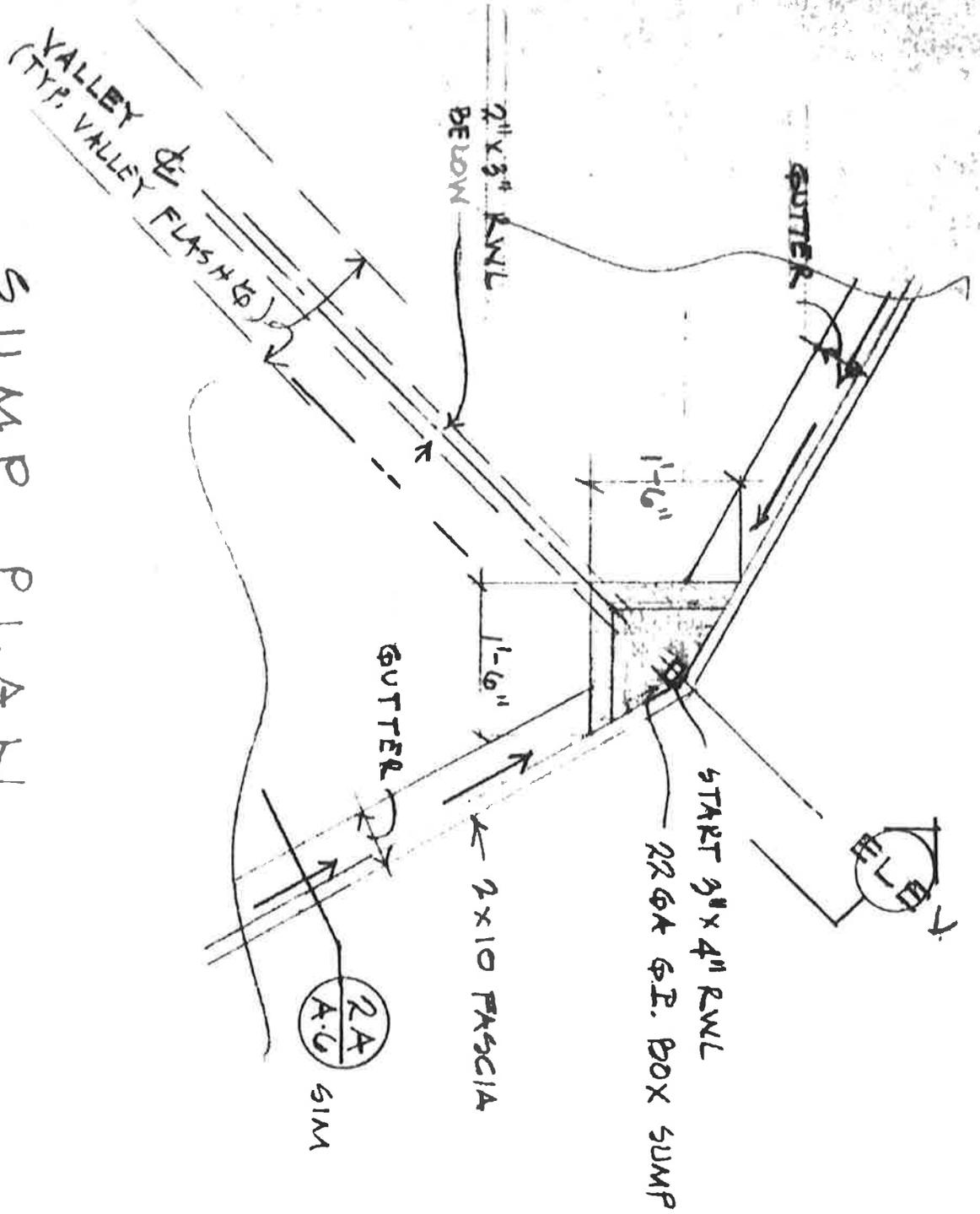
<p>SHEET A-4</p>	<p>KLAMATH NATIONAL FOREST ADMINISTRATION BUILDING YREKA, CALIFORNIA 98097</p>	<p>ARCHITECTURE / PLANNING GREEN/LAVEE ASSOCIATES 510 GRAND AVENUE CALIFORNIA</p> <p>PROJECT DEVELOPMENT GREEN/LAVEE ASSOCIATES 510 GRAND AVENUE CALIFORNIA</p>	<p>ROOF PLAN & DETAILS SCALE: AS NOTED</p>	<p>DATE: 11-12-20 REVISIONS:</p>
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3

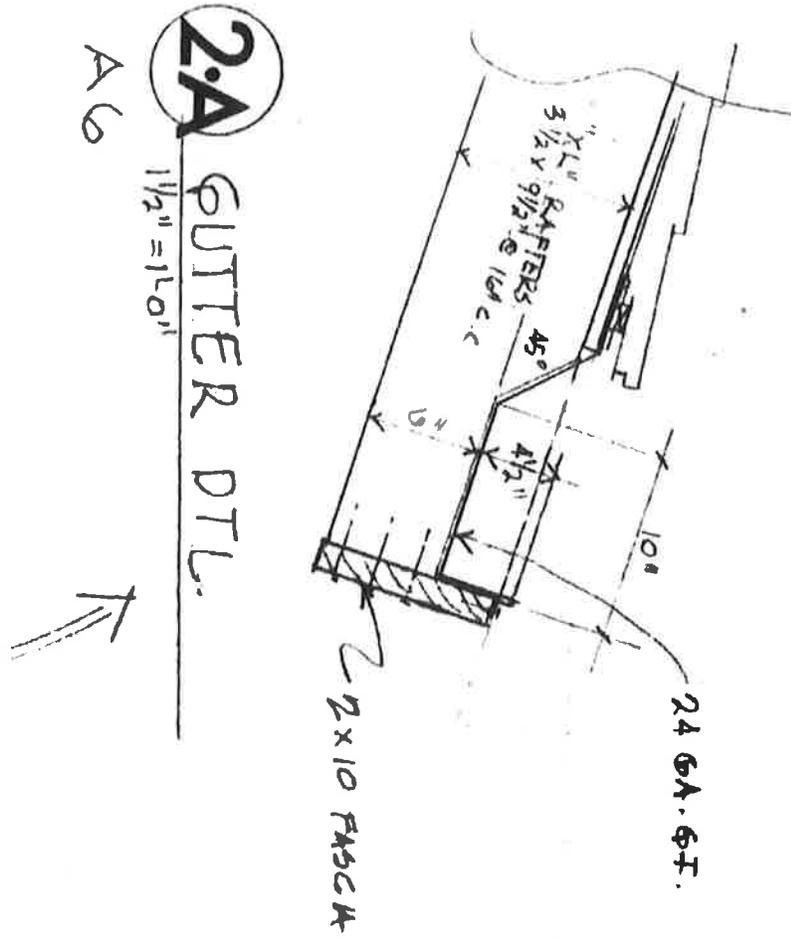
Δ 1

SUMP & LEADER DET.

SUMP PLAN



3



JUNE 11, 1979

REVISIONS

YREKA USFS

The following page(s) contain the backup material for Agenda Item: [HEALTH AND HUMAN SERVICES - BEHAVIORAL HEALTH DIVISION](#)

Please scroll down to view the backup material.

Agenda Worksheet**Submit completed worksheet to:**

Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: N/A Meeting Date: 8/9/22
 OR
 Consent

Contact Person/Department: Sarah Collard, Ph.D. / Health & Human Services Agency - Behavioral Health Division Phone: 841-2761

Address: 2060 Campus Drive Yreka, CA 96097

Person Appearing/Title: Sarah Collard PhD. / Director of Health & Human Services Agency

Subject/Summary of Issue:

Contract for Services - North American Mental Health Services, a Corporation

Siskiyou County Health and Human Services Agency, Behavioral Health Division, is requesting approval to contract with North American Mental Health Services (NAMHS) for the term of July 1, 2022 to June 30, 2024. NAMHS provides telepsychiatry services to the County's seriously mentally ill clients. .

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount: Rate

Fund: 2122 Description: Behavioral Health Org.: 401030 Description: Behavioral Health

Account: 723015 Description: Prof & Spec Svc

Activity Code: Description:

Local Preference: YES NO

For Contracts – Explain how vendor was selected: This vendor was selected for specialized services provided.

Additional Information: PROF & SPEC SVCS - FFS PROVIDERS

Recommended Motion:

The Board of Supervisors approve and authorize the Chair to sign the Contract for Services between Siskiyou County Health & Human Services Agency, Behavioral Health Division, and North American Mental Health Services, a Corporation, for the term of July 1, 2022 to June 30, 2024.

Reviewed as recommended by policy:

County Counsel _____
 Auditor _____
 Personnel _____
 CAO _____

Special Requests:

Certified Minute Order(s) Quantity: _____

Other: Pls return minute order to R. Bullock at 818 So. Main

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be

submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

Revised 8/09/2021

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, CA 96097
(530) 841-4100 Phone
(530) 841-4133 Fax

And

CONTRACTOR: North American Mental Health Services, a Corporation
1742 Oregon Street
Redding, CA 96002
(530) 646-7269

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2022 and shall terminate on June 30, 2024, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Health and Human Services Agency Director or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit original detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Health and Human Services Agency Director or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form

satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability

insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any

other statute of any state relating to insolvency or protection of the rights of creditors.

5.21 Health Insurance Portability and Accountability Act (HIPAA): Contractor agrees to the terms and conditions set forth in the "Business Associates Agreement" attached hereto as Exhibit "C" and those terms and conditions are hereby incorporated into the Contract by reference. Additionally, Contractor shall comply with, and assist SCHHSA in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

A. Use or Disclosure of Protected Health Information: Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

B. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.

C. Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.

D. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by County or HHS, any records

related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.

- E. Termination of Agreement:** Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.
- F. Destruction of PHI:** Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protections of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.
- 5.22 Nondiscrimination:** Contractor agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit "B" and those terms and conditions are hereby incorporated into the Contract by reference.
- 5.23 Grievance Procedure:** If Contractor is required by ordinance, regulation, policy, the California Department of Social Services, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor's grievance procedure prior to providing services under this Contract.
- 5.24 Child Abuse and Neglect Reporting:** Contractor shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. Contractor's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.
- 5.25 Confidentiality:** All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of the Welfare and Institutions Code in accordance with applicable State and Federal law.
- 5.26 Patients' Rights:** Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5323; California Administrative Code, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein, the Contractor

shall have prominently posted in the predominant languages of the community a list of the patient's rights.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts

between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party

hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

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

COUNTY OF SISKIYOU:

Date: _____

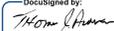
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: North American Mental Health Services, a Corporation

7/28/2022
Date: _____

DocuSigned by:

5800F78A58234CC

Thomas Andrews, MD (Owner/CEO)

7/25/2022
Date: _____

DocuSigned by:

0DCA879A584048B

Benton Kinney, PA-C (Owner/CFO)

License No.: G79955
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account
2122	401030	723015

Not to exceed:
FY 22/23 \$0.01 (Rate)
FY 23/24 \$0.01 (Rate)

Exhibit "A"

I. Scope of Services

A. Definitions

- 1) "Telepsychiatry" shall mean any mental health service provided remotely via the internet and any form of teleconferencing equipment and software that allows real-time audio and visual communication between Contractor and County's client and when permitted by law, also includes any and all telephone, fax, e-mail, and written communication necessary for Contractor to provide services to County's clients identified. At no point shall Contractor be asked or expected by County to provide mental health services of any kind to a client in violation of the California Telehealth Advancement Act of 2011, Assembly Bill 415, or Business & Professions Code Sections 2242, 2242.1 and 2290.5.
- 2) "Telepsychiatry Provider" shall mean Psychiatrists providing telepsychiatry services operating as subcontractors to Contractor.
- 3) "Teletherapy" shall be defined as providing mental health Screening, Assessment, Individual Therapy, Collateral Services, participation in Team meetings, and Child and Family Team meetings. Services shall be provided remotely via the internet or any other form of electronic communication.

- B. Telepsychiatry contractor shall provide all necessary psychiatric medication management care via telepsychiatry during hours mutually agreed upon by County and Contractor. Should County and Contractor be unable to mutually agree on hours of service, this agreement shall be terminated by County immediately upon written notice to Contractor. Contractor shall consult with County Behavioral Health staff. During telepsychiatry sessions, time shall be scheduled for Contractor to provide medical consultation to County nursing staff to include, but not limited to, client/patient follow-up questions, medication side-effect issues, and medication changes and refills.

Contractor agrees to provide teletherapy treatment for persons identified and scheduled by County. Perform comprehensive assessments to determine medical necessity and level of service. Collaboratively create a treatment plan or problem list with the client and update it at least annually and as needed. Conduct ongoing individual therapeutic sessions, Collaborate with a team to identify appropriate ancillary services. Therapist is responsible for determining the appropriate level of service and making referrals to a lower level of care when appropriate.

- C. Contractor shall provide all client services documentation to County within three (3) business days. All documentation is to meet or exceed Medi-Cal standards.
- D. Medication support services are the only psychiatric services Contractor or telepsychiatry providers are authorized to provide.
- E. Contractor, telepsychiatry, and teletherapy providers may be asked to serve clients of any age, including children ranging in age from 5 years old to 18 years old.

- F. Contractor, telepsychiatrist, and teletherapist may be required to telephonically testify as a witness for cases that are court-involved.
- G. Contractor will not be required to provide any supervision and/or on-call duties.
- H. Contractor shall provide necessary telecommunication equipment for telepsychiatry and teletherapy sessions at Contractor's principal place of business.
- I. County shall provide necessary telecommunication equipment for all telehealth sessions at County's facilities.
- J. County understands that by the nature of telehealth services, the interface between Contractor and the County and County's clients is completely dependent upon the ability to connect through the internet and teleconferencing equipment and software, and County agrees to provide at no cost to Contractor, IT support staff able and willing to maintain the operational functionality of said internet connection and teleconferencing equipment and software on site at the County to ensure continuity of care and to minimize disruption in service delivery.
- K. County shall provide Contractor with the same active County employee staff that would be allotted to a mental health provider employed by the County, including, but not limited to clerical, receptionist, scheduling, nursing, records maintenance, and information technology.
- L. By virtue of its efforts over time, Contractor has developed networks of independently contracted behavioral healthcare providers, an innovative business model and innovative relationships and agreements with providers and organizations (Collectively referred to as Contractor's "Proprietary Information and Trade Secrets"). Contractor's Proprietary Information and Trade Secrets are seen as essential assets of Contractor's telepsychiatry business model. For both parties to efficiently perform under this Agreement, Contractor must give County access to components of Contractor's Proprietary Information and Trade Secrets. County recognizes the resources Contractor expends and the intrinsic risks Contractor incurs in developing its contracts to provide its services to County. County acknowledges that Contractor has a legitimate and legally-protectable interest in all Proprietary Information and Trade Secrets owned by Contractor, and, thus, County agrees not to use any of Contractor's Proprietary Information and Trade Secrets at any time except in the furtherance of Contractor's sole interests and in accordance with the terms of this Agreement.
- M. Except as it may conflict with laws regarding continuity of care, patient abandonment or unfair competition, County agrees that, while County is in a relationship with Contractor and for a period of one (1) year immediately after termination of such relationship for any reason, County will not, either directly or indirectly, for County or any other person or entity do any of the following:
 - 1) Do business with any of Contractor's employees or independent contractors providing professional services on behalf of Contractor during said period.
 - 2) Employ, solicit for employment, or otherwise hire or engage, any employee or consultant of Contractor who is employed or engaged by Contractor at the time of County's relationship with Contractor; or publish or cause to be published any statement or opinion to any representative of the media or press, relating to the

business, affairs, finance, officers, director, employees, patients, or clients of Contractor without previously having obtained written authorization of Contractor's executive management.

II. Compensation

- A. Contractor shall be compensated only for services provided which are approved by the County.
- B. Claims for payment must be submitted within thirty (30) days after the month in which services were provided.
- C. County shall compensate Contractor at the following rates:

Psychiatrist Services	\$260.00 per hour
Mid-Level Practitioner Services (Pas, NPs)	\$220.00 per hour
Licensed Clinician	\$150.00 per hour

Reimbursement for travel will be paid at \$110.00 per each half hour of travel to County's Mt. Shasta or Yreka facilities.

- D. Service time for telepsychiatrists will include one extra hour per day added to each day of service to allow for documentation, prescriptions, refills, etc. Any services requested by County and scheduled by Contractor are payable as scheduled regardless of whether the patient subsequently cancels or does not show up for the appointment, unless Contractor is provided with due notice of the cancellation allowing Contractor, in good faith, to recoup the costs incurred in arranging for the initially requested services.
- E. Service time for teletherapist will include all direct service with clients and time spent on behalf of the client and may also include the time spent actively testifying or participating in any Court discussion regarding cases directly worked upon. The reimbursement rate for Court time will be \$150.00 per hour.
- F. The rate paid by County to Contractor is inclusive of all expenses incurred by Contractor while providing services pursuant to this agreement. County is not obligated to pay Contractor any additional sums for any expenses incurred by Contractor during the term of this agreement.
- G. Teletherapist contractor is required to provide evidence of annual completion for all Compliance requirements requested of them and three Cultural Competence trainings.
- H. Contractor is not expected to bill any third-party payers, including Medicare, before requesting payment from the County. Contractor shall not seek payment from any other source and shall not seek compensation directly from County's clients.
- I. Upon request, Contractor shall provide County with required records for billing verification purposes as provided by this agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal.

- J. Contractor shall submit completed claims to County within thirty (30) days after the month in which services were provided. For purposes of this section, a valid claim means one submitted in the format of HCFA 1500 or a County acceptable format, containing correctly entered information, sufficient to document that an authorized service was provided to an authorized client by Contractor.
- K. County is responsible for billing Medi-Cal and collecting from Medi-Cal or any other appropriate entity. In the event that Contractor is set up to bill directly through the County's Anasazi system, County will no longer require Medi-Cal detail to accompany invoices.

III. Compliance and Audits

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 17-94617 located at: <http://www.co.siskiyou.ca.us/content/behavioral-health-services-division>.

- A. Contractor shall comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.
- B. Contractor shall be subject to audit, evaluation, and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 CFR §§ 438.3(h) and 438.230(c)(3).
- C. Contractor shall make available, for the purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.
- D. Should the State, CMS, or the HHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.
- E. County will monitor performance of Contractor on an ongoing basis for compliance with the terms of the DHCS-MHP Contract. Contractor's performance shall be subject to periodic formal review by County.
- F. Contractor and any of its officers, agents, employees, volunteers, contractors, or subcontractors agree to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider.
- G. Contractor shall allow 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.
- H. Should Contractor create a Federal or State audit exception during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception and any associated recoupment. Should a Contractor-caused audit exception result in

financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 30 days. The County will not offset future billings for repayment under this agreement.

- I. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

IV. Contract Amendments

Contractor and County may mutually agree to amend the rates and/or services in this contract during the term of this contract. Contractor must submit in writing the proposed new rates and/or services.

Exhibit "B"

ASSURANCE OF COMPLIANCE WITH THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – BEHAVIORAL HEALTH DIVISION NONDISCRIMINATION IN STATE AND FEDERALLY – ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with the nondiscrimination provisions of this contract as further described below and referenced in the California Department of Health Care Services Specialty Mental Health Services Agreement Exhibit E, Section 3 -

1) Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or 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, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).

2) 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.

Contractor agrees this assurance is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.

Exhibit "C"

**BUSINESS ASSOCIATES AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Siskiyou County Health and Human Services Agency, Behavioral Health Division ("County") is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor, in order to provide such functions, activities or services, to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean Siskiyou County Health and Human Services Agency, Behavioral Health Division.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which

there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) 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 recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if 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 Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Health and Human Services Agency Privacy Officer at: Dee Barton, Privacy Officer, Siskiyou County Health and Human Services Agency, 2060 Campus Drive, Yreka, CA 96097, dbarton1@co.siskiyou.ca.us, Phone: (530) 841-4805, Fax: (530) 841-4133**, that includes, to the extent possible:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information

and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets

electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order 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 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 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 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for

rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on

Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

PURCHASING REVIEW REQUEST

TO: COUNTY ADMINISTRATOR'S OFFICE DATE: _____

FROM: _____ DEPT: _____

CONTACT/EXTENSION: _____

PROJECT/REFERENCE (NAME YOU CALL IT):

DESCRIPTION OF ASSIGNMENT: (ATTACH ADDITIONAL PAGES IF NECESSARY)

SUPPORTING DOCUMENTS (PLEASE ATTACH):

DEPARTMENT: _____

SCHEDULED FOR BOARD OF SUPERVISORS, PLANNING COMMISSION OR OTHER MEETING?

YES DATE: _____

NO

DATE NEEDED: _____ (A.S.A.P IS NOT ACCEPTABLE, NEED AN ACTUAL DATE. - TWO WEEKS, IF LESS, DEPT. HEAD SIGNATURE REQUIRED _____)

(FOR COUNTY ADMINISTRATION USE ONLY)

INITIALS OF ASSIGNED STAFF: _____

ASSIGNMENT NOTES:

TRACKING NUMBER: _____

DATE COMPLETED: ____/____/____

FINAL TO DEPT: ____/____/____

DATE RECEIVED

The following page(s) contain the backup material for Agenda Item: [HEALTH AND HUMAN SERVICES - PUBLIC HEALTH DIVISION](#)

Please scroll down to view the backup material.

AGENDA WORKSHEET

Item No.E. Backup Material - 1 of 5

Submit completed worksheet to:

Siskiyou County Clerk, 311 Fourth St. Room 201, Yreka, CA 96097

Regular Time Requested: _____ Meeting Date: 8/9/2022

OR
Consent

Contact Person/Department: Shelly Davis / Public Health Phone: 841-2140

Address: 810 S Main Street, Yreka CA 96097

Person Appearing/Title: Shelly Davis, Public Health Director

Subject/Summary of Issue:

Siskiyou County Health and Human Services Agency - Public Health Division is respectfully requesting permission to approve the First Addendum to the California Harm Reduction Initiative (CHRI) with the National Harm Reduction Coalition to amend the name to National Harm Reduction Coalition, remove vehicle leasing as an unallowable cost, and re-distribute Siskiyou County's award over the three years (FY 21-23).

The total amount of the grant will remain at Three Hundred Seven Thousand Seven Hundred Dollars (\$307,700.00) covering periods August 1, 2020 through June 30, 2023 and re-allocated as follows: \$101,390.28 (August 1, 2020-June 30, 2021); \$103,155.36 (July 1, 2021-June 30, 2022) and \$103,154.36 (July 1, 2022-June 30, 2023).

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount: \$307,700.00

Fund: 2121 Description: Public Health Org.: 401015 Description: Personal Health

Account: 560300 Description: Contributions from Others

Activity Code: _____ Description: _____

Local Preference: YES NO

For Contracts – Explain how vendor was selected: N/A

Additional Information:

Recommended Motion:

“Recommend that the Board of Supervisors approve and authorize the Chair to sign the First Addendum to the California Harm Reduction Initiative (CHRI) to Expand Harm Reduction and Support and Services Grant between Siskiyou County Health and Human Services Agency – Public Health Division and the National Harm Reduction Coalition and authorize the Auditor to establish budget appropriations.”

Reviewed as recommended by policy:

County Counsel _____
Auditor _____
Personnel _____
CAO _____

Special Requests:

Certified Minute Order(s) yes Quantity: 1

Other: 1 original document for CHRI, 2 original documents for Siskiyou County

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 12:00 p.m. on the Wednesday prior to the Board Meeting.

Revised 1/15/15

NATIONAL
HARM REDUCTION
COALITION

FIRST ADDENDUM TO California Harm Reduction Initiative to Expand Harm Reduction and Support and Services

2020-2023

This addendum to the grant agreement ("Addendum") is made as of June 30, 2022 by and between Siskiyou County Health and Human Services Agency ("Grantee") whose principal address is 810 S. Main St. Yreka, CA 96097 and National Harm Reduction Coalition ("Grantor"), previously contracted as Grantor under the name Harm Reduction Coalition.

WHEREAS, the Grantor has engaged the Grantee to carry out Funded Activities as a part of the California Harm Reduction Initiative.

WHEREAS, the Grantor and Grantee have agreed to make certain modifications to the Agreement:

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS: AGREEMENTS

General Amendment:

All sections where Harm Reduction Coalition is referenced is replaced by National Harm Reduction Coalition

Specific Section Changes:

4. Payment of Grant Funds

Section 4 that begins as follows is amended to read:

Grantee understands and agrees that Award funds may not be used to pay for or offset the cost of, the following:

- (i) Purchasing vehicles or mobile units
- (ii) Screening kits, including HIV, HCV, and toxicology screens
- (iii) Existing deficits of Grantee
- (iv) Government Lobbying Activities
- (v) Illegal activities
- (vi) Services or staffing costs incurred outside of the state of California, without prior approval
- (vii) Events, programs, or staffing costs that occurred prior to the grant start date

Per this amendment, Grantee is allowed to utilize their CHRI award funds to cover associated costs of leasing a vehicle or mobile unit to perform activities covered in the performance of the grant.

NATIONAL
HARM REDUCTION
COALITION

Total Amount awarded:	\$ 307,700.00
Y1 allocation:	\$ 101,390.28 (August 1, 2020 - June 30, 2021)
Y2 allocation:	\$103,155.36 (July 1, 2021 - June 30, 2022)
Y3 allocation:	\$ 103,154.36 (July 1, 2022 - June 30, 2023)
Grant start date:	August 1, 2020
Grant end date:	June 30, 2023

3. . **Payment of Grant Funds.** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, Grantor shall pay Grantee the Grant in thirteen (4) installment payments as follows (each, an "Installment Payment"):

Payment	Amount	Requirements	Funds Release Date
Ninth Installment Payment	25% of Year 3 Allocation: 25,788.59	Required fiscal and program reports due 6/30/22	Within 21 business days of completed and approved reporting.
Tenth Installment Payment	25% of Year 3 Allocation: 25,788.59	no requirements	On or around the week of September 26, 2022
Eleventh Installment Payment	25% of Year 3 Allocation: 25,788.59	Required fiscal and program reports due 11/30/22	Within 21 business days of completed and approved reporting.

NATIONAL
HARM REDUCTION
COALITION

Twelfth Installment Payment	25% of Year 3 Allocation: 25,788.59	no requirements	On or around the week of March 27, 2023
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All other terms of the existing Agreement will remain in effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: National Harm
Reduction Coalition, Non-Profit
Corporation

Date: 7/22/22

Joann Gomez, Senior Director of
Administration

Date: 7/21/22

Anthony Salandy, PhD., MSc, Interim
Executive Director

License No.: 839219953
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D.: 94-3204958

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>FY 2020-2021</u>	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>
2121	401015	560300	\$101,390.28	\$103,155.36	\$103,154.36

If not to exceed, include amount not to exceed: \$307,700.00

The following page(s) contain the backup material for Agenda Item: [HEALTH AND HUMAN SERVICES - PUBLIC HEALTH DIVISION](#)

Please scroll down to view the backup material.

AGENDA WORKSHEET

Item No.F. Backup Material - 1 of 73

Submit completed worksheet to:
Siskiyou County Clerk, 510 N Main St, Yreka, CA

Regular Time Requested: _____ Meeting Date: August 9, 2022

OR
Consent

Contact Person/Department: Shelly Davis, Public Health Director Phone: 841-2140

Address: 810 S Main Street, Yreka CA 96097

Person Appearing/Title: Shelly Davis, Public Health Director

Subject/Summary of Issue:

Siskiyou County Health and Human Services Agency - Public Health Division and Siskiyou County Health and Human Services Agency – Social Services Division is respectfully requesting permission to approve the CalWORKS MOU Home Visiting Initiative sub-award and sub-recipient agreement that will support positive health, development and well-being outcomes for pregnant and parenting individuals, families, and infants born into poverty. Minimum amount of the Agreement is Four Hundred Twenty Thousand Three Hundred Thirty Six Dollars (\$420,336.00) for the term of July 1, 2022 through June 30, 2024.

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount:	<u>\$420,336</u>						
Fund:	<u>2121, 2120</u>	Description:	<u>PHD & SSD</u>	Org.:	<u>401015</u> <u>501010</u>	Description:	<u>PHD & SSD</u>
Account:	<u>595000</u> <u>795000</u>	Description:	<u>Operating Transfer In/Transfer Out</u>				
Activity Code:	<u>8328</u>	Description:					

Local Preference: YES NO

For Contracts – Explain how vendor was selected: N/A

Additional Information: FY 22/23 \$210,168.00 Minimum and FY 23/24 \$210,168.00 Minimum, with a total amount NTE \$420,336.00

Recommended Motion:

“Recommend that the Board of Supervisors approve and authorize the Chair to sign the Siskiyou County Health and Human Services Agency - Public Health Division and Siskiyou County Health and Human Services Agency – Social Services Division CalWORKS MOU Home Visiting Initiative sub-award and sub-recipient agreement for the term of July 1, 2022 through June 30, 2024.

Reviewed as recommended by policy:

County Counsel _____
Auditor _____
Personnel _____
CAO _____

Special Requests:

Certified Minute Order(s) _____ Quantity: 1

Other: 3 copies of agreement for Siskiyou County Public Health

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 12:00 p.m. on the Wednesday prior to the Board Meeting.

**Memorandum of Understanding and Data Sharing Agreement
Between
Siskiyou County Health & Human Services Agency, Social Services
Division (SSD)
And
Siskiyou County Health & Human Services Agency, Public Health
Division (PHD)**

This Agreement is entered into on July 1, 2022 by, and between Siskiyou County Health & Human Services Agency, Public Health Division (PHD) hereafter, referred to as "PHD", and Siskiyou County Health & Human Services Agency, Social Services Division (SSD), hereafter, referred to as "SSD." This Agreement is a sub-award with the SSD considered the pass-through entity and PHD is the sub-recipient to carry out the Home Visiting Program (HVP) award on behalf of the SSD. Pursuant to federal regulations found in 2CFR 200.328 and 2 CFR 200.331 pass-through entities are responsible for monitoring their sub-recipients' compliance with federal grant management requirements and performance of federal awards. Sub-recipient monitoring may include but not limited to; site reviews, regular contacts, interviews, meetings, examination of records, as well as requiring that a sub-recipient be subject to an annual Single Audit.

- I. **PURPOSE** - The purpose of this Agreement is to set forth the terms and conditions for PHD and SSD to support positive health, development and well-being outcomes for pregnant and parenting women, families and infants born into poverty; expanding their future educational, economic, financial capability opportunities and improving the likelihood that they will exit poverty. This agreement identifies the roles and responsibilities of PHD and SSD in an effort to connect parents with necessary resources, improve their parenting skills and household order, and ensure that their children have a safe and nurturing environment that allows them to thrive and grow. PHD and SSD shall provide the services described in "Attachment A" and "Attachment C" attached hereto. During the term of this MOU, "Attachment A" and "Attachment C" are subject to changes based on regulatory and/or automated changes to the Statewide Automated Welfare System. Changes will be made during the term of this MOU as necessary.

- II. **BACKGROUND AND AUTHORITY** - The CalWORKs HVP, previously referred to as the CalWORKs Home Visiting Initiative (HVI), is a voluntary program supervised by the California Department of Social Services and administered by participating California counties established by Welfare and Institutions Code (W&IC) 11330.6-11330.9. Continued funding for the HVP is subject to appropriation in the annual Budget Act. This application cycle will operate July 1, 2022 to June 30, 2024 (24 months).

III. TRAINING RESPONSIBILITIES by SSD - SSD is responsible for providing training to all PHD home visitors in the following areas before providing services:

- (A) CalWORKs, Cal-Learn, Medi-Cal and Cal-Fresh programs;
- (B) Cultural competency and implicit bias; and
- (C) Strengths-based practices for working with families with unmet needs.

Program training will be administered by SSD and includes, but is not limited to areas listed above as well as supportive services such as child care, transportation and ancillary services available to CalWORKs and Cal-Learn clients.

IV. PHD RESPONSIBILITIES - PHD is responsible for hiring and training home visitors. During the hiring interview process, potential home visitors submit fingerprints and are subject to a background check. They are screened utilizing the Healthy Families America (HFA) tool designed specifically to screen for bias. Selected home visitors will complete all training as required by HFA, prior to visiting homes. Home visitors are screened and selected based on qualifications and personal characteristics. (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, dedicated to serving clients, willingness to work in a variety of situations and experience working with culturally diverse communities). All HFA home visitors are required to complete orientation training and Core HFA training on intensive role specific functions. Supervisors must complete the same courses as the home visitors with additional implementation training, within 6 months of hire. For more detailed responsibilities refer to "Attachment A" attached hereto.

V. JOINT RESPONSIBILITIES -

- (A) PHD and SSD participate in an established community advisory committee called the Home Visiting Advisory Board. This group meets once a month and works with The Ford Family Foundation and Portland University to conduct studies, quality assurance and implement a systems informational hub throughout Southern Oregon and Siskiyou County. This larger Advisory board meets annually in September to collaborate and improve "Systems Building" for all home visiting agencies.
- (B) The SSD and PHD jointly participate in a monthly case management meeting to coordinate closely with county CalWORKs staff. During this meeting, the PHD will report to the SSD caseworker which clients were enrolled, not enrolled, or on the waitlist into the HVP. This list will be maintained and monitored by the PHD. Close coordination and communication between home visitors and the CalWORKs staff is essential to ensure that families are served in a comprehensive and streamlined manner. These case management activities include assessing the family's needs, developing a case plan, monitoring progress in achieving case plan objectives, and ensuring the provision of all services

specified in the case plan. The case plan will build on the strengths established during the home visiting period.

(C) Home visitors will work with families to develop "Family Goals" that build on family strengths and support the family in what they want to accomplish. Families will have an "active goal" at all times that they will be striving to achieve. The home visitor assists the family in the process of achieving these goals and "family goals" will be reviewed and modified if needed periodically by the supervisor. The number of clients served by one full-time home visitor shall not exceed 12-15 total caseload when all are at the most intensive level of service and no more than 25 clients when at a variety of levels.

- VI. **TERM** - This agreement will commence on July 1, 2022 and continue through June 30, 2024.
- VII. **FUNDING** - The CalWORKs cycle of funding is an allocation for July 1, 2022 through June 30, 2024. Funding is subject to an appropriation in the annual Budget Act. The minimum funding allocation for Siskiyou County is \$210,168 for fiscal year 22/23 and to be determined for fiscal year 23/24. The Maternal Child & Adolescent Health Director (MCAH) will provide oversight of the CalWORKs Home Visiting Program (HVP), which is approved and supported from the MCAH budget. This allows the funding from CalWORKs to be used directly for administering case management, home visiting services, provide material goods, early learning and pre-service training requirements for home visitors, and administrative responsibilities related to the CalWORKs HVP. In addition to this funding, the California Department of Public Health (CDPH) MCAH program has approved a Scope of Work to support and include the needed staff to meet these objectives with short and long term goals. The PHD may enroll families throughout the funding cycle. The services authorized are not an entitlement and participating agencies may limit the number of families participating in the program to ensure that the costs do not exceed the amount of funds awarded to the agency for this purpose. Should the cost go over the allocation awarded, the PHD will be responsible for these costs.
- VIII. **CLAIMING** - The SSD will claim allowable HVP costs to the quarterly County Expense Claim using the appropriate codes as outlined in "Attachment C". The SSD will claim the sub-recipients administration (overhead) expenses separately from the sub-recipients program services expenses. The PHD will time study for one month every quarter. Sub-recipients will not time study directly to SSD time study codes. Instead, costs associated with sub-recipient personnel time will be reported as a direct cost to PINs ending in either TOE code 70 for Sub-recipient Administration time or 71 for Sub-recipient Non-Administration time. These costs are distributed based on the quarterly percentage/ratio of the type of population (Federal, Non-Federal or Non-Federal/Non-MOE) included in the overall HVP caseload.

SSD in coordination with PHD has established a process to purchase a one-time, as needed "material goods". Material goods are considered goods purchased for a program participant's household related to care, health and safety of the child and family, which shall not exceed Five Hundred Dollars (\$500). Material goods include, but are not limited to child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Prior to purchase these material goods will be approved by the PHD Supervisor and claimed monthly as a direct cost to the type of population. Quarterly, PHD must claim all costs to SSD on a cash basis, i.e., when it shows paid in Banner. PHD will submit time studies, copies of claims, backup documentation, caseload data, and a summary claim report directly to SSD no later than the 10th of the month after the quarter end that captures all of these costs, along with their codes. Indirect costs will be claimed according to the Indirect Cost Ratio per CDPH.

IX. REPORTING REQUIREMENTS - SSD and PHD, will work together to ensure all required data is collected. SSD and PHD shall provide data necessary to administer the program and data related to the outcomes of participants and children, including a breakout by race, ethnicity, national origin, primary and secondary language. The data shall include but is not limited to, program outcomes for the parents and children served in the program. Additional data components will be developed in consultation with a stakeholder workgroup convened by the California Department of Social Services. Identified data PHD will provide includes, but is not limited to, the following:

- Number of home visits completed; including data on duration of families enrollment in home visiting services.
- Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.
- Child and Family Indicators and Outcomes including but not limited to: Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.
- Rates of children receiving developmental screening and referrals for further assessment. Rates of participation in early learning programs.
- Service referrals by type (i.e.; medical, educational, developmental). Services accessed by type.
- Parental satisfaction with their gains in parenting skills and knowledge.
- Food and housing stability separated out (i.e.; homeless, at risk of homelessness).
- Workforce training, employment, and financial stability.
- Child welfare referrals and outcomes.
- Participation in educational programs or English as a Second Language Programs, or both, as applicable.
- Access to immigration services and remedies as applicable.
- Additional descriptive and outcome indicators, as appropriate.

- X. **DATA** - Data sharing for the purposes of the HVP will be collected and reported in a timely manner to person's/entities specified in the MOU. All confidential data made available in order to carry out this Agreement, will be protected from unauthorized use and disclosure through the observance of the same or more effective means as that required by the State Administrative Manual Sections 5300-5399, Civil Code Section 1798 et seq., Welfare and Institutions Code Section 10850, and other applicable federal and/or State laws governing individual privacy rights and data security. Upon request, CDSS reserves the right to review, and then accept security and privacy procedures that are relevant to its data.
- XI. **CONFIDENTIALITY** - PHD and SSD agree to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of Welfare and Institutions Code Sections 10850 and 5328, the California Department of Social Services' Manual of Policies and Procedures, Division 19, the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Siskiyou, Health and Human Services Agency, and the Agreement between the Social Security Administration and the Department of Health Care Services, otherwise referred to as the 1137 Agreement to assure that:

- (A) All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purposes of this MOU. No person shall publish or disclose, or use, or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- (B) The Medi-Cal Data Privacy and Security Agreement requires Contractors who assist SSD in its Medi-Cal functions, or Contractors who receive Personally Identifiable information (PII) from SSD to comply with substantive privacy and security requirements as listed in the Medi-Cal Data Privacy and Security Agreement, including "Attachment A", and in the 1137 Agreement.

The Medi-Cal Data Privacy and Security Agreement, including "Attachment A", and the 1137 Agreement are provided to Contractor electronically, and can be accessed by Contractor at the Siskiyou County Social Services Division website:

<http://www.co.siskiyou.ca.us/content/social-services-division>.

In the main center column of this page in the Section named "Social Services Resource Center", look for the Resource Titles:

"Medi-Cal Privacy and Security Agreement"

AND

"SSA-DHCS Agreement 1137 and select "Download File"

Next to the resource title to be viewed or printed. If PHD is unable to access the electronic version of the Medi-Cal Data Privacy and Security Agreement or the 1137 Agreement, PHD shall notify SSD. SSD will provide PHD with a hard copy of each document.

PHD agrees to comply with the privacy and security safeguards contained in the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement. Signature by PHD on this Contract confirms agreement to comply with all provisions of the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement.

- (C) PHD agrees to inform all of their officers, employees, agents, volunteers, contractors and subcontractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.

XII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - PHD shall comply with, and assist SSD in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follow:

- (A) Use or Disclosure of Protected Health Information: PHD may use or disclose protected health information (PHI) to perform its obligations under the MOU, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information. Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. PHD shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, PHD shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. PHD shall report to SSD any use or disclosure of PHI not provided for herein or HIPAA regulations. If PHD provides PHI to a third party, including officers, agents, employees, volunteers, contractors, and subcontractors, pursuant to the terms of the Contract, PHD shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.
- (B) Documentation and Accounting of Uses and Disclosures: PHD shall document any disclosures of PHI in a manner that would allow SSD to

respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. PHD shall provide SSD, in a time and manner designated by SSD, all information necessary to respond to a request for an accounting of disclosures of PHI.

- (C) Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, PHD agrees to amend PHI in its possession as requested by an individual or as directed by SSD, in a time and manner designated by SSD.
- (D) Access to Records: PHD shall make available to SSD or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by SSD or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing SSD's compliance with HIPAA regulations.
- (E) Termination of Agreement: Upon SSD's knowledge of a material breach of these provisions or HIPAA regulations, SSD shall, at its option, either provide PHD with an opportunity to cure the breach or immediately terminate this MOU. If PHD is given an opportunity to cure the breach but fails to do so within the time specified by SSD, SSD may terminate the MOU without further notice.
- (F) Destruction of PHI: Upon termination of this MOU, PHD shall return to SSD all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of PHDs officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If PHD determines that returning or destroying the PHI is not feasible, PHD shall provide SSD with notice specifying the conditions that make return or destruction not feasible. If SSD agrees that return of the PHI is not feasible, PHD shall continue to extend the protections of this provision to the PHI for so long as PHD or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.

XIII. NONDISCRIMINATION - PHD agrees to the terms, conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" Addendum, attached hereto as "Exhibit B" and those terms, and conditions are hereby incorporated into the Contract by reference.

XIV. CHILD ABUSE AND NEGLECT REPORTING - PHD shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. PHD's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

XV. CHANGES IN REGULATIONS - If SSD notifies PHD of a change in County, SSD, or California Department of Social Service regulations or guidelines affecting contract activities, PHD shall choose one of the following options and notify SSD in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that PHD operations are currently in compliance with the change in regulation or guideline; (2) Indicate that PHD is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by SSD or (3) Notify SSD of termination of the MOU or seek modification of any terms of the MOU materially affected by a regulation or guideline change.

XVI. CONTACTS -

Shelly Davis, MN BSN PHN CCHP
Health and Human Services Agency
Director, Public Health Division
Director of Nursing/Inmate Medical
Office (530) 841-2140
Email: sdavis@co.siskiyou.ca.us

Patricia Barbieri
Health and Human Services Agency
Director, Social Services Division
Office (530) 841-2750
Email: pbarbieri@co.siskiyou.ca.us

XVII. GENERAL PROVISIONS -

(A) AMENDMENTS.

This Agreement may be amended in writing at any time by written mutual consent of the parties.

(B) TERMINATION.

1. Termination without cause. Either Party without cause upon thirty (30) days written notice may terminate this agreement.
2. Termination with cause. Either Party may terminate this agreement immediately if the terms of this agreement are violated in any manner.
3. Other grounds for termination. In the event that any other contract, or agreement, as being related to or necessary for the performance of this contract, terminates or expires, this agreement may be terminated upon the effective date of the termination of that MOU, informal agreement or contract, even if such termination will occur with less than thirty (30) days written notice.

IN WITNESS WHEREOF, PHD and SSD have executed this Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this Agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

 BRANDON CRISS, CHAIR
 Board of Supervisors
 County of Siskiyou
 State of California

ATTEST:
 LAURA BYNUM
 Clerk, Board of Supervisors

By: _____
 Deputy

TAXPAYER I.D. N/A

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2121	401015	595000	8328
2120	501010	795000	8328

FY22/23 \$210,168 (minimum)
FY23/24 \$210,168 (minimum)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed \$210,168

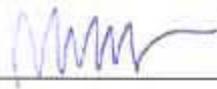
If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the Party named below and possesses the authority to enter into this agreement on behalf of that Party and that the Party possesses the legal authority to enter into this agreement.

For Health and Human Services

Director Sarah Collard, Ph.D.
Department Address 818 S. Main St. Yreka, Ca. 96097
Phone Number (530) 841-2761
Email Address scollard@co.siskiyou.ca.us

Signature:  Date: 6/8/22

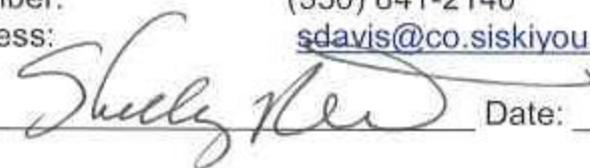
For SSD

SSD Representative: Patricia Barbieri
Department Name: Siskiyou County Health and Human Services Agency
County Title: Director of Social Services Division
Department Address: 818 S. Main St. Yreka, Ca. 96097
Phone Number: (530) 841-2750
Email Address: pbarbieri@co.siskiyou.ca.us

Signature:  Date: 6/7/2022

For PHD

PHD Representative: Shelly Davis, MN BSN PHN CCHP
Department Name: Siskiyou County Health and Human Services Agency
County Title: Director, Public Health Division
Director of Nursing/Inmate Medical
Department Address: 810 S. Main St. Yreka, Ca. 96097
Phone Number: (530) 841-2140
Email Address: sdavis@co.siskiyou.ca.us

Signature:  Date: 6/8/2022

May 27, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this letter is to provide the FY 2022-23 CalWORKs Home Visiting Program (HVP) planning allocation amounts to all counties in California.

Attachment A1 (continued)



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

May 27, 2022

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: JENNIFER HERNANDEZ, Deputy Director
Family Engagement and Empowerment Division

SUBJECT: CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO
KIDS (CALWORKS) HOME VISITING PROGRAM (HVP)
PLANNING ALLOCATION FOR FY 2022-2023

REFERENCE: [WELFARE AND INSTITUTIONS CODE \(WIC\) ARTICLE 3.4,
\(11330.6 - 11330.9\); ALL COUNTY WELFARE DIRECTORS
LETTER DATED APRIL 19, 2022](#)

This letter provides the Fiscal Year (FY) 2022-23 CalWORKs Home Visiting Program (HVP) planning allocation amounts to all counties in California. The planning allocation includes funding for counties that are continuing an existing evidence-based home visiting program and to counties not currently administering an evidence-based home visiting program that may be interested in applying to establish a program.

Established by [Welfare and Institutions Code \(W&IC\) sections 11330.6-11330.9](#), CalWORKs HVP is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by participating California County Welfare Departments. The CalWORKs HVP is designed to support positive health, development, and well-being outcomes for pregnant and parenting individuals, families, and infants born into poverty; expand future educational, economic, and financial capability opportunities; and improve the likelihood that the family will exit poverty.

The CDSS provided instructions on how to apply to participate in the CalWORKs HVP in [All County Welfare Directors Letter dated April 19, 2022](#). Counties who wish to participate must submit a completed Request for County Plan (RFCP) by June 6, 2022. The RFCP application cycle will cover the two-year period of July 1, 2022, through June 30, 2024. The allocation amounts included in this letter are for July 1, 2022, through June 30, 2023. To assist counties with completing the RFCP, a PowerPoint overview with instructions has been created. The presentation can be viewed by using the

Attachment A1 (continued)

All County Welfare Directors Letter
Page Two

following link: [CalWORKs HVP RFCP Presentation](#).

The Fiscal Year 2022-2023 Governor's budget for CalWORKs HVP is \$93.7 million, but is subject to change pending approval of the Budget Act of 2022. The CDSS, in consultation with the County Welfare Directors Association, has developed the initial planning allocation (Attachment) which includes a minimum floor of \$200,000 that each county would receive, assuming statewide implementation of the program. At the conclusion of the RFCP process, funds that had been set aside for counties who will not be participating in the HVP program will be redistributed among participating counties. After redistribution and budget appropriations, final allocations will be released in a County Fiscal Letter.

As a reminder, the services offered via the HVP are not entitlement services and participating CWDs may limit the number of families participating in the program to ensure that the costs do not exceed the amount of funds awarded to the county for this purpose. Funding awarded for the purpose of home visiting services shall not supplant expenditures from any other existing funding sources subject to county control for home visiting services. HVP funds may be used in combination with funding from other sources if the entirety of services provided meet the award requirements of the program.

Program-related questions regarding the CalWORKs HVP should be directed to the CalWORKs Program Innovation and Evaluation Bureau at (916) 654-5837 or at CalWORKsHVP@dss.ca.gov. Questions regarding the allocation amounts or methodology should be directed to fiscal.systems@dss.ca.gov.

Attachment

FISCAL YEAR 2022-23
 CALIFORNIA WORK OPPORTUNITY
 AND RESPONSIBILITY TO KIDS
 HOME VISITING PROGRAM PLANNING ALLOCATION*

COUNTIES	ALLOCATION** (FEDERAL/STATE)
Alameda	\$2,031,429
Alpine	\$200,000
Amador	\$200,000
Butte	\$581,610
Calaveras	\$200,000
Colusa	\$200,000
Contra Costa	\$1,519,936
Del Norte	\$205,339
El Dorado	\$200,000
Fresno	\$5,393,649
Glenn	\$200,000
Humboldt	\$275,251
Imperial	\$933,868
Inyo	\$200,000
Kern	\$4,494,730
Kings	\$899,409
Lake	\$200,000
Lassen	\$200,000
Los Angeles	\$27,542,456
Madera	\$658,417
Marin	\$200,000
Mariposa	\$200,000
Mendocino	\$230,507
Merced	\$2,206,785
Modoc	\$200,000
Mono	\$201,525
Monterey	\$721,417
Napa	\$209,533
Nevada	\$214,491
Orange	\$3,534,413
Placer	\$209,533
Plumas	\$200,000
Riverside	\$4,973,611
Sacramento	\$6,083,600
San Benito	\$200,000
San Bernardino	\$5,795,628
San Diego	\$3,689,022
San Francisco	\$2,995,744
San Joaquin	\$2,677,319
San Luis Obispo	\$506,073
San Mateo	\$211,440
Santa Barbara	\$200,000
Santa Clara	\$1,363,800
Santa Cruz	\$438,106
Shasta	\$527,164
Sierra	\$201,525
Siskiyou	\$210,168
Solano	\$922,102
Sonoma	\$348,849
Stanislaus	\$1,743,636
Sutter	\$347,418
Tehama	\$211,606
Trinity	\$200,000
Tulare	\$3,393,877
Tuolumne	\$207,627
Ventura	\$993,947
Yolo	\$261,821
Yuba	\$377,620
Total	\$93,746,000

*Federal funds are Temporary Assistance to Needy Families and awarded under catalog of Federal Domestic Assistance No. 93.558.

** This planning allocation is subject to change and is pending approval of the Budget Act of 2022.

CalWORKs HVP Request for County Plan - Attachment A

CalWORKs Home Visiting Program (HVP)

Request for County Plan (RFCP)

Attachment A

July 2022 - June 2024

Date Issued: April 2022

County Plan Due: June 6, 2022

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PART I: OVERVIEW

1. Introduction

The California Department of Social Services (CDSS) is requesting county plans/applications for the fiscal year (FY) 2022-2024, implementation cycle three, of the California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (HVP).

a) Background

The CalWORKs HVP is a voluntary program supervised by the CDSS and administered by participating California County Welfare Departments (CDWs) established by [Welfare and Institutions Code \(W&IC\) § 11330.6-11330.9](#).

b) Purpose

The purpose of the CalWORKs HVP is to support positive health, development and well-being outcomes for pregnant and parenting individuals, families, and infants born into poverty. By helping families achieve stability while participating in the HVP, the program hopes to lay the foundation for other long-term goals such as future educational opportunities, economic progress, and greater financial opportunities. This two-generational whole family approach to service delivery will improve family engagement practices, support healthy development of young children living in poverty, and prepare parents for robust engagement in Welfare-to-Work activities and employment.

c) HVP Participant Eligibility

To be eligible for home visiting services per [W&IC section 11330.6\(c\)\(2\)](#) a voluntary participant must meet criteria (I) and one description under criteria (II):

- (I) The individual is pregnant, or the individual is a parent or caretaker relative of a child less than 24 months of age at the time the individual enrolls in the program; and
- (II) The individual is:
 - (i) A member of the CalWORKs assistance unit; or
 - (ii) The parent or caretaker relative of a child-only case; or
 - (iii) A pregnant individual who has applied for CalWORKs aid within 60 calendar days prior to reaching the second trimester of pregnancy and would be eligible for CalWORKs aid other than not having reached the second trimester of pregnancy; or
 - (iv) An individual who is apparently eligible for CalWORKs aid.

A CWD may serve additional CalWORKs individuals not described above in (I) with Department approval.

A CWD and its selected home visiting model may also incorporate participation of the noncustodial parent of a child who is a member of a CalWORKs assistance unit into home visiting services. Noncustodial parent participation is subject to the mutual agreement of the custodial and noncustodial parents.

Participation in the HVP is optional for CalWORKs clients. Participation does not affect a family's application for aid or eligibility for any other CalWORKs benefits, supports or services such as Welfare-to-Work exemptions.

d) Funding Award

Funding is subject to an appropriation in the annual Budget Act. CWDs may limit the number of families participating in the program to ensure that costs do not exceed the amount of funds awarded to them, as HVP services are not entitlement services.

2. County Participation

The CDSS will accept one application per county from the CWD. The CWD shall sign the application and agree to serve as the fiscal lead. CWDs and their home visiting partner(s) may work collaboratively to complete the application. The application must include the proposed/selected county partner(s) with the capacity to meet the requirements of the program and deliver services effectively and efficiently. A Memorandum of Understanding (MOU) between the participating CWD and home visiting agencies shall be submitted with the application. Draft MOU agreements are accepted; however, any CWD applying to participate in the CalWORKs HVP for the first time must submit an executed MOU to the CDSS before services may begin. The MOU agreement shall include, but not be limited to, each agencies' specific roles and responsibilities, data sharing and reporting, claiming funds, enrollment and outreach policies, and communication expectations.

a) Partnerships for CWDs with limited resources

CWDs may choose to partner with other CWDs to deliver home visiting services regionally. An MOU between the CWDs, and an outline of specific roles and responsibilities in the implementation of the HVP shall be submitted to the CDSS with the county plan.

3. Requirements for Home Visiting Models

Participating CWDs shall select an approved, evidence-based home visiting model(s) for the delivery of HVP services. The home visiting model(s) must have demonstrated evidence of effectiveness according to United States Department of Health and Human Services (HHS) criteria (see Home Visiting Evidence of Effectiveness (HomVEE)). For evidence-based home visiting models meeting the HHS criteria that are not identified in

the most recent HomVEE review, e.g. local models, CWDs must also submit a copy of the model's evaluation of efficacy to the CDSS with their application.

Participating CWDs must ensure the home visiting model(s) used meets the minimum requirements established by the CDSS. All submitted county plans will be assessed by the CDSS staff to determine that they are complete and meet the criteria outlined.

The CDSS will give priority to CWDs and their home visiting providers that are utilizing HomVEE approved home visiting models, except in cases where programs have already received CDSS approval in prior application cycles to use local models. However, CWDs with prior approval must confirm they are utilizing the model previously approved by CDSS and remain in good standing with the model certification/accreditation.

Funding eligibility and approval of the county plan are contingent upon a CWD's and the home visiting partners' ability to both implement the mandatory criteria and demonstrate the capacity to integrate additional criteria in the delivery of home visiting services. The CDSS will utilize the scoring criteria as referenced below.

a) Mandatory Criteria

Criteria	Description
Home Visiting Model <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The home visiting model is identified by HomVEE to meet the HHS criteria for evidence-based home visiting programs or the home visiting model is an evidence-based model with an evaluation included with the RFCP. <i>Please note, home visiting models without an evaluation will not be considered for funding.</i>
Capacity <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The home visiting model demonstrates capacity to serve the linguistic and cultural needs of the target population.
Ability to Serve Target Populations <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The home visiting model demonstrates a plan to offer and continue to provide home visiting services to the target population.
Home Visitor Qualifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Home visitors are registered nurses, nurse practitioners, social workers, or other persons able to provide culturally and linguistically appropriate services who are trained and have completed a background check (W&IC) 11330.7(d)).

Criteria	Description
Training <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Home visitors will complete all required trainings below, prior to serving CalWORKs HVP clients (W&IC 11330.7(g)).</p> <ol style="list-style-type: none"> 1. CalWORKs, Medi-Cal, Cal-Fresh, California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), and other programs, with county-specific information about how the home visiting professionals can help a parent access additional services for which the parent may be eligible and troubleshoot problems with benefits or eligibility that would impact the parent's access to services. 2. Cultural competency and implicit bias. 3. Strength-based practices for working with families with unmet needs. <p>The county in conjunction with their contractor(s) has a plan developed/identified to ensure that these trainings listed above are effective and occur in a timely manner.</p>
Duration <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>The home visiting model includes the provision of home visiting services for 24 months or until the child's second birthday, whichever is later.</p>
Home Visiting Outcome Domains <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>The home visiting model includes collaboration with other service providers to leverage and expand resources and referrals relating to all of the following:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Prenatal, infant, and toddler care; <input checked="" type="checkbox"/> Infant and child nutrition; <input checked="" type="checkbox"/> Developmental screening and assessments; <input checked="" type="checkbox"/> Parent education, parent and child interaction, child development, and childcare; <input checked="" type="checkbox"/> Job readiness and barrier removal; and, <input checked="" type="checkbox"/> Domestic violence and sexual assault, mental health, and substance abuse treatment.
Case Management <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>The home visiting agency and the county have, or plan to establish, a collaborative case management plan.</p>
Screening and Assessment Tools <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>The home visiting agency uses standardized data collection tools (e.g. screenings, assessments, questionnaires, interviews), and procedures to evaluate the status and track progress in educational, developmental, health, mental health, and other domains for the child and the adult.</p>
Model Fidelity <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>The home visiting agency has the appropriate supervision and infrastructure to maintain fidelity to its chosen model.</p>
Data Collection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>The home visiting agency has policies, procedures, and systems in place to collect data for program evaluation and continuous quality improvement (CQI) purposes. The home visiting</p>

Criteria	Description
	agency and CWD have a system that will collect the specific outcome data mandated by W&IC 11330.8(d) .
	The CWD and their home visiting partner(s) have policies and procedures in place for evaluating local data and submitting the monthly status report (HVP19), and sharing client-level and aggregate data with the CDSS's data systems.

If you answered “NO” to any of the above mandated requirements, please DO NOT complete the RFCP. All the mandatory criteria listed above are required.

b) Additional Criteria

County plans will also be scored and evaluated on the following criteria:

Criteria	Description
Experience	The home visiting agency has a minimum of three years of experience serving CalWORKs clients or CalWORKs-eligible clients.
Outreach	Home visiting recruitment and outreach strategies are established.
Frequency	The home visiting agency has a demonstrated capacity to provide services to the same participant at least monthly and multiple times per month as needed in alignment with model fidelity.
Attrition	Home visiting agency has a plan to monitor the attrition rates with a goal to minimize attrition.
Early Learning Setting	Established procedures describing how the home visitors will encourage CalWORKs participants to engage in high-quality early learning settings. Parents should have an opportunity to select from high-quality early learning settings that may provide developmental screenings and assessments, and offer a core curriculum that is developmentally, culturally, and linguistically appropriate. If a parent volunteers in the early learning setting, these hours shall count towards their allowable activities under their Welfare-to-Work (WTW) plan per Section 11325.21. Children enrolled in an early learning setting through the HVP, may remain enrolled for 24-months regardless of the parent's participation in activities.
Resources for Immigrants	The home visiting agency has established and consistently updates a list of resources to ensure home visitors connect eligible families with immigration and other culturally appropriate services and resources.
Material Goods	There is an established procedure to allocate funds for health and safety related items.
Co-location	The home visiting agency co-locates with a CWD or provides a feasible reason as to why they are unable to co-locate.
Collaboration	All partners are involved and participate in a local multidisciplinary group that focuses on home visiting. The workgroup will share best practices, improve service delivery, ensure systems integration, and develop solutions to issues that arise locally.
Sustainability	The home visiting agency has a strategic plan for sustainability of funding for home visiting services to the CalWORKs populations. (E.g. funding from local sources, leveraging federal or other resources).

4. Allowance for Multiple Home Visiting Models

CWD have the flexibility to use multiple evidence-based home visiting models. If CWDs choose to use more than one home visiting model, an MOU, or other formal agreement between the CWD and each home visiting agency must be submitted to CDSS prior to implementation. All the home visiting models chosen must be approved by the CDSS and meet the minimum requirements for the CalWORKs HVP.

5. Stakeholder Collaboration workgroups and Meetings

CDSS will convene CWDs with participating home visiting programs twice annually to share challenges, lessons learned, and best practices. [W&IC section 11330.8\(b\)](#). These meetings will be open to all stakeholders listed in [W&IC 11330.8\(a\)](#).

CDSS shall consult with a workgroup of CWDs and other stakeholders to provide CQI and technical assistance to CalWORKs HVP CWDs. The CQI workgroup shall biennially review, analyze and interpret data collected to inform HVP practices, policies and technical assistance efforts per [W&IC section 11330.8\(a\)](#).

6. Modifying Application Information

A CWD may request to change their county plan, specifically their evidence-based home visiting model(s) included in their county plan by resubmitting their RFCP with the updated information. Adding or changing a home visiting model requires Department approval prior to implementation.

At any time, a CWD may also request to change or expand the population they serve, which may be the result of further planning and coordination efforts to reach the target population. The updated information must be sent in writing, on CWD letterhead, to the CalWORKs HVP email address: (CalWORKsHVP@dss.ca.gov).

7. Data Collection and Continuous Program Evaluation

CWDs shall be compliant with the most recently released guidance on data reporting.

Aggregate Data Collection

CDSS will collect the following types of data from CWDs in the monthly aggregate status report (HVP 19):

- Home Visiting Program Models. Summarizes the total number of cases enrolled by model type.
- Home Visiting Program Caseload. Summarizes the caseload, which includes parents or caretakers and children receiving services.
- Home Visiting Program Referrals and Services. Summarizes referrals made to various services.

Applicants can find more information regarding the HVP 19 monthly status report in [All County Letter \(ACL\) NO. 19-82](#). This letter also includes the form and instructions for completing the form.

Program/Client Data

CDSS will work with counties and other stakeholders, including independent research-based institutions, to establish outcome and process measures to evaluate the impact and effectiveness of the CalWORKS HVP. As a condition of funding, participating CWDs and their home visiting partners shall collect and provide to CDSS client data necessary to administer the program and related to the outcomes of participants and children (W&IC section 11330.8(c)). CDSS may request additional data, including client-level data, for the purposes of evaluating the program and doing continuous quality improvement.

Outcome measures related to the following areas will be used to track performance (W&IC § 11330.8(d)):

- (A) Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.
- (B) Rates of children receiving developmental screening and referrals for further assessment.
- (C) Rates of participation in early learning programs.
- (D) Service referrals by type.
- (E) Services accessed by type.
- (F) Number of home visits completed, including data on duration of families' enrollment in home visiting services.
- (G) Parental satisfaction with their gains in parenting skills and knowledge.
- (H) Food and housing stability.
- (I) Workforce training, employment, and financial stability.
- (J) Participation in educational programs or English as a Second Language programs, or both, as applicable.
- (K) Access to immigration services and remedies.
- (L) Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.
- (M) Child welfare referrals and outcomes.
- (N) Additional descriptive and outcome indicators, as appropriate.

It is the responsibility of the CWDs to coordinate with all parties administering home visiting in their jurisdictions, including affiliate and partner agencies, to ensure that CDSS and their evaluation team receives the necessary individual level data to conduct an efficient and effective continuous evaluation of the CalWORKs HVP

PART II: REQUEST FOR COUNTY PLAN INFORMATION AND IMPORTANT DATES

1. RFCP Submission Instructions

CWDs must submit a completed county plan that complies with the requirements established in this RFCP along with all the requested documents to CalWORKsHVP@dss.ca.gov no later than **June 6, 2022**.

Include in the subject line: **CalWORKs HVP Request for County Plan (FY 2022-2024)**

2. Application Technical Assistance

The CDSS will provide intensive individual technical assistance to any CWD that requests assistance with the application. A CWD can request a conference call through the CalWORKs HVP email address (CalWORKsHVP@dss.ca.gov). During this conference call, the CDSS can either provide a high-level overview of the entire application, or answer specific questions posed by the applicant.

3. RFCP Implementation and Reporting Timeline

ACTIVITY	DATE¹
RFCP Release Date	April 2022
RFCP Due Date	June 6, 2022
Tentative Award Notification and All County Letter for Participating Counties	June 30, 2022
HVP-19 Aggregate Monthly Data Reports	5 th calendar day of the second month following the report month
Other Data Collection	TBD

4. RFCP Technical Assistance

During the application process, CWDs can fill out the county conference call tool (on the Department HVP webpage). This tool allows CWDs to submit specific questions based on a subject area, which they can then send through the HVP email address. The CDSS will then setup a phone call with the CWD representatives to discuss the questions posed. The conference call tool can be found by clicking on the following link: [Conference Call Request Document](#). Additionally, CWDs can directly send any questions they have regarding the application to the CalWORKs HVP email CalWORKsHVP@dss.ca.gov.

¹ All dates are subject to change at the discretion of CDSS.

5. Home Visiting Model Selection

CWDs are expected to plan for and select a home visiting model(s) that would best meet the need of eligible individuals and families and align to local capacity and resources.

- a) Population mapping and community resource mapping are important factors in helping choose which home visiting model(s) will best serve their CWD's vulnerable populations.
- b) CWDs are also encouraged to explore the dosage and duration requirements for all evidence-based home visiting models prior to home visiting model selection. In order to maintain fidelity to the home visiting model, CWDs may need to blend/braid other funding sources in order to ensure that clients receive services consistent with the home visiting model's minimum requirements without a break in service.
- c) CWDs are encouraged to consider Medi-Cal birth rates as a factor in projecting the likely CalWORKs-eligible population of pregnant and newly parenting individuals.
- d) CWDs should also research the eligibility criteria for all evidence-based home visiting models prior to home visiting model selection. If a home visiting model's requirements are too restrictive to best serve the CWD's population, CWDs are encouraged to leverage other evidence-based home visiting programs that are more inclusive to better meet the needs of the target population. CWDs can also implement additional evidence-based home visiting model(s) in order to serve more clients.

6. Home Visiting Models Resources

Information for the five commonly selected home visiting models selected by CWDs can be found by clicking on the links below:

[Early Head Start – Home Based Option \(EHS-HBO\)](#)

[Healthy Families America \(HFA\)](#)

[Home Instructions for Parents of Preschool Youngsters \(HIPPY\)](#)

[Nurse-Family Partnership \(NFP\)](#)

[Parents-As-Teachers \(PAT\)](#)

More information about additional home visiting models that meet U.S. Department of Health and Human Services evidence-based criteria can be found by clicking on the following link: [Home Visiting Evidence of Effectiveness](#)

7. Implementation Technical Assistance

Technical assistance (TA) will be provided to participating CWDs by the CDSS. The CDSS recognizes that a CWD's and contracted partners' (such as the County Public Health Department) successful implementation of the CalWORKs HVP is partially dependent upon the technical support provided by the CDSS. Therefore, the CDSS is providing an ongoing technical assistance process which includes activities to support CWDs' successful implementation of the CalWORKs HVP.

- Continuous Quality Improvement (CQI): W&IC section 11330.8(a) requires the CDSS to consult with a workgroup of CWDs and other stakeholders to provide continuous quality improvement (CQI) and technical assistance to CalWORKs HVP counties. The CQI workgroup shall biennially review, analyze and interpret data collected to inform HVP practices, policies and technical assistance efforts.
- Stakeholder Meetings and Webinars: W&IC Section 11330.8(b) requires the CDSS to convene CWDs with participating home visiting partners at a minimum of twice a year. These meetings will be open to all stakeholders and provide an opportunity for the CDSS and CWDs to share programmatic updates, lessons learned, and best practices related to the implementation and administration of the CalWORKs HVP.
 - ◊ Additionally, the CDSS will conduct webinars for CWDs, their home visiting partner(s), and other county partners for the purpose of either presenting a topic related to home visiting or for providing CalWORKs HVP counties an opportunity to collaborate and share information on successful practices, lessons learned, as well as barriers and challenges.
- Individual County Conference Calls: CWDs that are experiencing barriers and challenges to implementation may also request additional phone conference support from the CDSS CalWORKs HVP unit. Trouble-shooting phone conferences will be guided by technical assistance tool. The tool is available on the CalWORKs HVP website and allows CWDs to submit specific questions based on a subject area.
- Surveys: The CalWORKs HVP unit will survey CWDs periodically to assess their implementation progress, need for technical support, and to gather input from CWDs necessary to improve future TA offerings.
- CalWORKs HVP Website: The CalWORKs HVP unit will maintain and update the website with information about the program, resources and links to home visiting training topics aimed to support staff with non-model relevant topics related to working with CalWORKs families. The website will include links to letters and notices released to CWDs, slides from webinars, links to Frequently Asked Questions (FAQs) that will be updated as needed, as well as HVP related quick links and additional resources.

CWDs can find more information about implementing the CalWORKs HVP and technical assistance provided by the Department in [ACIN No. I-56-19](#).

PART III: COUNTY PLAN**CalWORKs Home Visiting Program
County Plan**

Term: July 1, 2022 – June 30, 2024

1. Cover Sheet

DATE	4/26/2022
COUNTY	Siskiyou County
CWD ADDRESS	818 South Main Street
AUTHORIZED CONTACT (CWD ONLY)	Trish Barbieri Director, Social Services Division
AGENCY/DEPARTMENT	Siskiyou County Health & Human Services Agency/Social Services
EMAIL	pbarbieri@co.siskiyou.ca.us
PHONE	(530) 841-2570
SECONDARY AUTHORIZED COUNTY CONTACT (CWD or DPH)	Shelly Davis, MN BSN-RN PHN CCHP Director, Public Health Division
AGENCY/DEPARTMENT	Siskiyou County Health & Human Services Agency/Public Health Division
EMAIL	sdavis@co.siskiyou.ca.us
PHONE	(530) 841-2140
AUTHORIZED PARTNER CONTACT (Home Visiting Agency)	Jeanna Grant-Frost, MPH, FSS, FRS
AGENCY	Siskiyou County Health & Human Services Agency, Public Health Division
EMAIL	jgrantfrost@co.siskiyou.ca.us
PHONE	(530) 841-2139

2. Home Visiting Model(s) (More than one may be selected):

Indicate the evidence-based home visiting model(s) the county will utilize below

- Early Head Start–Home Based Option (EHS-HBO)
- Healthy Families America (HFA)
- Nurse-Family Partnership (NFP)
- Parents as Teachers (PAT)
- Home Instruction for Parents of Preschool Youngsters (HIPPY)
- Other (See below)

If the home visiting model is not listed above, please enter the name(s) of the model(s) here:

Is the home visiting model evidence-based?

- Yes - An evaluation with outcomes in several HVP domains must accompany the RFCP. (See home visiting outcome domains on page 6. Additionally, please answer Question 8 in Part III of the application.)
- No - Please do not complete the RFCP.

3. Caseload Proposal and Cost Per Case Proposal

The services offered via the HVP are not entitlement services and participating CWDs may limit the number of families participating in the program to ensure that the costs do not exceed the amount of funds awarded to the county for this purpose. Funding awarded for the purpose of home visiting services provided under this article shall not supplant expenditures from any other existing funding sources subject to county control for home visiting services.

Enter the total unduplicated caseload your county intends to serve for Fiscal Year 2022-2023 (July 1, 2022 – June 30, 2023). When determining the caseload, assess your county’s capacity to manage the caseload.

Home Visiting Caseload and Cost Per Case

	Welfare –to-Work Eligible	Child Only	Cal-Learn	Expanded Population
Unduplicated Number of families the county will serve in their Cal-WORKs HVP	12	4		6
Estimated cost per case	\$762.00	\$762.00		\$762
Total	\$109,728	\$36,576		\$54,864

²This cost per case estimate is the average cost per family per month

4. Expanded Population

If a county chooses to serve additional individuals beyond the target population, please describe which type of expanded population case(s) you are proposing to serve (ex. Children over 24 months, timed-out cases, sanctioned clients) and why the county is proposing to offer services to this population. Include any additional outcomes that would be expected based on this population. Please include the data used to determine the need for expanding HVP services to this population.

Types of Cases (Description of Expanded Population)	Proposed Unduplicated Caseload Count
First time Parent/caretaker with a child over 24 months or Child only case, but younger than 3 years old at time of enrollment.	This population may only be added after the target population above is served first and budget allows. One full time (40hrs/wk) home visitor will have a caseload of not more than 12-15 families when served most intensely and a maximum of 20-25 families when at a variety of service levels. Currently we have 14 families eligible for services.
Pregnant or parent/caretaker with more than one child at time of enrollment, with at least one child 24 months old or less	This population may only be added after the target population above is served first and budget allows. One full time (40hrs/wk) home visitor will have a caseload of not more than 12-15 families when served most intensely and a maximum of 20-25 families when at a variety of service levels. Currently we have 6 families eligible for services.
Timed-out cases that fall within the Target population and first two Extended population age range.	This population may only be added after the target population above is served first and budget allows. One full time (40hrs/wk) home visitor will have a caseload of not more than 12-15 families when served most intensely and a maximum of 20-25 families when at a variety of service levels. Currently we have 23 families eligible for services.
Sanctioned Clients that fall within the Target population and first two Extended population age range.	This population may only be added after the target population above is served first and budget allows. One full time (40hrs/wk) home visitor will have a caseload of not more than 12-15 families when served most intensely and a maximum of 20-25 families when at a variety of service levels. Currently we have 10 families eligible for services

5. County Plan Questions

Please read the statements and questions below and provide a comprehensive response. Responses will be used to determine if the CWD and their partner(s) have the capacity to implement the HVP as required by the CDSS.

Home Visiting Model(s)

a. Please identify the organizations and stakeholders the county consulted with to select the home visiting model(s) for the CalWORKs HVP. Include in your response why this home visiting model(s) was selected and how stakeholders will be engaged in implementation. Please include research findings on effectiveness and meeting the population needs.

Siskiyou County Public Health Division (PHD) consulted with the CWD, Siskiyou Early Head Start, Shasta Head Start, First 5 Siskiyou, the county Home Visiting Advisory Board, members of Siskiyou Early Childhood Team (SECT) and State MCAH Nurse Consultants (Richard Rockwell & Paula Curran) along with the Director of Public Health (Shelly Davis), Program Manager (Brenda Harris) and Nursing Supervisor (Sarah Zwetsloot) to determine the best home visiting model for Siskiyou County.

The Siskiyou HVP selected the Healthy Families America (HFA) model in part because it allows for a more expanded client base and a variety of professionals to be home visitors. HFA allows for the hiring of a trained registered nurse, PHN, nurse practitioner, social worker, or other person able to provide culturally appropriate services. The home visiting program engages stakeholders by maintaining a local multi-disciplinary work group that will share best practices, work to improve service delivery, ensure systems integration, and develop solutions to issues that may arise. The stakeholders meet once a month to focus on program planning, implementation, and assessment of site related activities. Currently Siskiyou County has two Community Advisory/Planning groups: Siskiyou Early Childhood Team (SECT) and the Home Visiting Advisory Board (HVAB). SECT meets every three months and the meetings involve many countywide partners such as, Shasta Head Start/Early Head Start, Siskiyou Child Care Council, Siskiyou Early Head Start, Karuk Tribal Head Start, Choices Pregnancy & Parenting Support, Partnership Health Plan, Far Northern Regional Center and Siskiyou Domestic Violence & Crisis Center. The HVAB meets monthly and includes other home visitor providers such as Early Head Start and First 5 Siskiyou. These workgroups monitor and evaluate the quality of services through analysis of data collected and through the implementation of a quality assurance plan.

b. Describe how the model(s) selected will address the specific needs of the populations identified to be served. Did your county do a needs assessment prior to choosing your home visiting model? If so, please describe the community's profile and assessment results. (Counties may use the following tools to assess community needs: Community Readiness: A Toolkit to Support Maternal, Infant, and Early Childhood Home Visiting Program Awardees in Assessing Community Capacity.)

The Public Health Division (PHD) conducted a Community Health Improvement Plan during 2019-2022. Siskiyou County is a geographically large, rural county with a population of approximately 42,000. According to the 2018 County Health Rankings, 27% of children live in poverty and 38% of children are in single parent homes in Siskiyou County. Children in poverty are at greater risk for food insecurity, academic failure and poor health outcomes. Children raised in single parent homes often have less stability and supervision and are more likely to be living in poverty as well. Participation in evidence based home visiting model such as Healthy Families America, is based on the belief that early nurturing relationships are the foundation for life-long, healthy development. Interactions between the home visitor and the family are relationship based, designed to promote positive parent-child relationships and healthy attachment.

Desired outcomes include; fewer infant deaths and injuries, fewer child neglect referrals, increased access to primary care medical services and community services, improved parent-child interactions, improved child social-emotional well-being, increased school readiness, increased family self-sufficiency, and better overall physical health and development. Prior to discontinuance of HVP services for families, transitional plans are developed along with resources and referrals that are identified as appropriate. PHD has a long history of serving CalWORKs clients in Siskiyou County.

c. Describe how the home visiting agency and staff have the capacity to serve the linguistic, cultural, and demographic needs of the target population. Also include the policies and strategies that will be used by the program to address and avoid implicit bias when serving participants.

This home-visiting program will address the specific needs of the targeted population by ensuring that staff are qualified and trained to be culturally respectful to each family's unique characteristics and to view each family's culture broadly beyond just ethnicity, race, language, or other cultural characteristics. We have purchased Nurturing Parenting curriculum specifically to address cultural context and is blended into the HFA service design and delivery. PHD will utilize the HFA Parent Screening Tool and follow up with a second assessment according to HFA guidelines. Staff receive annual training designed to increase understanding of the unique characteristics of the service population. The PHD requires training, policies and procedures that will focus on cultural diversity, avoiding bias, sharing challenges, lessons learned, and best practices. Training will be provided on all CWD administered programs to ensure families are connected with services. Refresher trainings are offered as appropriate. At least annually, our site will be evaluated through the development of a written Cultural Analysis Plan (CAP). The CAP will evaluate all aspects of its service delivery system (initial engagement, home visiting, supervision, and management) and will take into account the culture of families served.

d. Describe the county's plan for ensuring home visitor qualifications and training requirements will be followed. Also include how the agency will meet the required pre-service CalWORKs training requirements (See Part III-Assurances page number 21 for more information)

- **Include in your response how the home visiting agency and staff have the capacity to respond to participants who have experienced, or are experiencing, trauma related to adverse childhood experiences or other traumatic events.**

Home visitors are registered nurses, public health nurses, nurse practitioners, social workers, or other persons able to provide culturally and linguistically appropriate services and are required to pass a background check that includes fingerprint submission. During the interview process, potential home visitors are screened utilizing the HFA tool designed specifically to screen for bias. Home visitors will complete all required trainings as outlined in the Part III-Assurances, prior to visiting homes. Home visitors are screened and selected based on qualifications and personal characteristics, (i.e. non-judgmental, compassionate, ability to establish a trusting relationship, dedicated to serving clients, willingness to work in a variety of situations and experience working with culturally diverse communities.). All HFA home visitors are required to complete orientation training and the HFA "Core Foundations for Family Support Specialists" training on intensive role specific functions. Supervisors must complete the same courses as the home visitors with additional implementation training. There are also ongoing trainings for wrap-around topics, cultural humility, ASQ-3 and ASQ: SE-2, depression screens, child abuse and neglect, and any other evaluation tools for screening/assessment as mentioned in Section C. All HVP providers complete orientation training in the following areas before

providing services:

- (A) CalWORKs, Medi-Cal, Cal-Fresh, Special Supplemental Nutrition Program (SNAP-Ed), and Women, Infants, and Children (WIC).
- (B) Cultural competency and implicit bias (CalWORKs contracts with UC Davis to provide culturally sensitive training and will be utilized by Public Health);
- (C) Strengths-based practices for working with families with unmet needs.

Training is administered by the county and includes, but is not limited to, the demographics of the population served and the supports and services available for CalWORKs clients. All home visiting staff, Supervisors and Program Managers, must receive "HFA Core Family Resilience and opportunities for Growth (FROG) Scale" and "Integrated Strategies" training from a certified HFA trainer within 6 months of hire. This training will equip staff to deal with participants who have experienced, or are experiencing trauma related to adverse childhood experiences (ACES) or other traumatic events. Siskiyou County is actively participating in ACES education for our educators, medical providers, Family Resource Centers, childcare centers, and the public. County staff and partners will be participating in a training that includes unique developmental needs of young children, the impact of trauma, and review of mandates guiding the work of the Child Welfare system.

e. Describe the selected model's standards of practice, curriculum used, and how the home visiting model ensures local home visiting agencies deliver the program with fidelity.

- **Include in your response the supervision and support that will be offered to home visitors.**

Public Health operates the home visiting program by adhering to the "HFA Best Practice Standards". A best practice is a method or technique that sets the standard by consistently resulting in outcomes superior to those achieved by other means. Serving as an alternative to mandatory legislated standards, best practices formulate self-assessments and benchmarks as a mechanism to maintain quality. Best practices define a standard way of operating across multiple organizations. Not intended to be stagnant and immovable, best practices can and do evolve to become better as improvements are discovered.

The HFA Best Practice Standards (BPS) describes expectations for fidelity to the Healthy Families America model. Herein referred to as the Standards, they are the twelve research-based critical elements upon which the Healthy Families America (HFA) model is based. The critical elements serve as the overarching "big ideas" defining the Healthy Families America model. The Standards also have a section on Governance and Administration, which articulates expectations for effective site management.

The policies, procedures and practices within each critical element are defined specifically so that HFA sites have clear direction on how to implement the HFA model. The expectation is not that sites would implement these policies, procedures, and practices to perfection, but that sites engage in a process of continuous quality improvement to strive for these benchmarks and goals. In order to ensure that all families being served through the HFA model receive high quality services, all HFA sites regularly submit themselves to HFA's Accreditation process, which evaluates the site's current degree of implementation.

Public Health maintains fidelity by having a quarterly Community Advisory group review program planning, implementation, assessment, and evaluation of site related activities. Caretaking adults will have a mechanism for providing feedback that at minimum relates to service satisfaction, and whether services offered are culturally appropriate. Additional opportunities for caretaker involvement are encouraged, for example, parent advisory committees and focus groups. Public Health has a process for families to follow should there be a grievance. Public Health monitors and evaluates the quality of services through analyzing the ability to meet site goals and objectives, and through the implementation of a quality assurance plan.

Public Health has adopted HFA policy and procedure for reviewing and recommending approval or denial of research proposals, whether internal or external, which involve past or present families. Public Health has policy, procedures and practice for informing families of their rights and ensuring confidentiality of information both during the intake process as well as during the course of services. Forms meet specifications outlined in the HFA Best Practice standards. Public Health tracks and measures retention of families at different intervals (6 months, 12 months, and 24 months). A retention analysis is completed of families who discontinue services compared to families who remain in services and identify strategies to increase retention rates at least once every two years.

The HVP supervisor will utilize specific criteria when assigning and managing staff caseloads to ensure home visitors have adequate time to spend with each family and meet their needs. Direct service staff (home visitors and assessment workers) must receive weekly, individualized supervision (minimum of 1.5 hours per week for employees that are .75-1.0 FTE). Direct service staff must receive skill development and professional support and are accountable for the quality of their work. Supervision includes administrative, clinical, and reflective components. Supervisors and Program Managers are accountable for the quality of their work and are provided with skill development and professional support. Supervisors are required to attend at least monthly meetings with the PHD Program Manager. The trauma lens is detailed to provide an understanding of the use of trauma informed practices and how the effort to implement resiliency building approaches have been shown throughout history to be pivotal in reducing the effects of trauma. Additionally, client engagement and the benefit from parent education programming was looked at through the idea of dosage, referring to the duration and depth of program participation

Local Models (Only respond to the following questions if your CWD is applying to use a local home visiting model.) N/A

- a. **Please describe the CWD's evaluation process.**
- b. **What additional evaluation plans do you have in place to ensure the ongoing efficacy of the model?**

Eligible and Subset Populations

- a. **Cal-Learn: To give CWDs flexibility to determine the best approach for serving their unique Cal-Learn client populations, CWDs may use case management models approved by the CDSS as part of the HVP. For more information on Cal-Learn Case Management standards, see All County Letter (ACL) NO. 20-21. If your CWD has chosen to provide Cal-Learn clients with case management through the HVP, please describe how the case management model(s) utilized by the CWD ensure all Cal-Learn teens will have access to at least one case management model they are eligible to enroll in.**

The PHD HVP provides Cal-Learn case management according to AFLP standards and the Healthy Families America model. This evidence-based curriculum includes guidelines for pregnant and parenting teens in accordance with Cal-Learn case management guidance. Graduation from high school or equivalent is included as a main goal of the program. The FSRS works closely with the CWD, the teen, and school personnel to streamline goal setting and achievements. Teens are encouraged to complete school assignments in a timely manner, and are educated on early childhood development, nurturing activities, healthy nutrition during pregnancy, benefits of breastfeeding, along with the health and safety of the baby.

b. Child-Only: For CalWORKs HVP implementation purposes, child-only cases occur when parents are ineligible for CalWORKs due to immigration status, receipt of Supplemental Security Income (SSI), or when the child is living in the home of a non-needy caretaker relative. Describe the CWD's immigration resources and supports for CalWORKs child-only cases. Include any existing collaborations with immigrant-serving partners and describe the working relationship. Include how the CWD and their home visiting partner(s) plans to ensure that this population is being reached.

Siskiyou County is geographically large, yet very rural. The population is culturally diverse and includes Native American, Hispanic, and Hmong, ethnicities. Siskiyou County has limited immigration resources and supports for CalWORKs cases. While there are no true collaborations with immigrant serving partners, referrals are made to the existing resources. Resources include: Northern Valley Catholic Social Services (NVCSS) and Legal Services of Northern California. NVCSS is located in Redding, California, in Shasta County, but services are provided for Siskiyou County. NVCSS has an Immigration Legal Services Program, which provides limited legal immigration services, including the following: 1). Naturalization & Citizenship Applications, 2). Citizenship Preparation, 3). Green Card Renewals, 4). Deferred Action for Childhood Arrivals (DACA) Initial and Renewals, 5). Employment Authorization Applications, 6). Translation and 7). Legal Services Referrals. Legal Services of Northern California (LSNC) is also located in Redding, California and offers a variety of advocacy services related to; housing, health, CalWORKs, CALFRESH, Unemployment Insurance and General Assistance. LSNC travels to Tulelake, in the Northeastern part of the County to conduct a Legal Services Workshop by a Family Law Facilitator on a monthly basis. Additional resources for referral include the Citizenship and Immigration Services in Northern California and the Immigration Center for Women and Children, which are both located in the Bay Area. Referrals are made to the U.S. Citizenship and Immigration Services.

Outreach and Implementation Strategies

- a. Please describe the plan for identifying, screening, and recruiting participants.**
- **Include in your response how you will conduct outreach, what modalities will be used, and who will be conducting the outreach. Please include the role of each partner involved in the CalWORKs HVP.**
 - **Please describe the process by which your CWD will provide the HVP informing notice to clients.**

When in contact with the client during a CalWORKs Intake or Recertification or the report of a pregnancy, the CWD eligibility worker will explain the HVP program and CalWORKs eligibility requirements and provide the client with the HVP Informing Notice CW 2224 (Attachment 1). The CWD eligibility worker will review the HVP Informing Notice with the client and offer a referral. The CWD eligibility worker will assist the client in filling out page two of the Informing Notice. If the CWD eligibility worker is completing a telephone interview with the client, the eligibility worker will review the second page of the HVP Informing Notice and that the client was informed about HVP and document that the client opted in or declined a referral.

If the client agrees to the referral, the CWD eligibility worker will provide the client with the HVP Brochure (Attachment 2) and complete the HVP Referral Form (Attachment 3) with the client. They will attach a Passport to Services to the HVP Referral Form. The CWD eligibility worker will use interoffice mail to send the referral form and passport to services to the PHD upon CalWORKs approval. If the referral is urgent, the eligibility worker may place a call to the HVP Family Support Specialist and email the form to the group email homevisiting@co.siskiyou.ca.us which is located in Outlook Global Address. The eligibility worker advises the Family Support Specialist at PHD of the HVP contact and the clients' acceptance of the referral for HVP services.

The PHD Home Visiting Supervisor and HVP Family Support and Resource Specialist will conduct outreach in OB/GYN offices, resource centers, WIC offices, and other programs in the county that may have eligible families. The HVP participates in Health Fair events in coordination with First 5 Siskiyou, local hospitals, and family resource centers. The HVP also uses social media platforms as part of outreach activities. The PHD HVP started outreach in October 2019 and continues to perform these activities. The PHD offered a countywide Nurturing Parenting training. This training certified 18 professionals to teach Nurturing Parenting during home visits and group classes. Outreach efforts include using a multi-pronged approach. Currently PHD implements a Perinatal Care Guidance program and this program connects staff with Medi-Cal eligible pregnant women to promote early access to prenatal care and other services. PHD annually sponsors a Baby Friendly Rest Area at the County Fair, which promotes contact with local families and helps create personal and positive interactions. Every six months PHD will provide an in-service on screening and recruiting clients for the home visiting program to all CWD CalWORKs staff.

b. If your CWD is currently providing outreach to potential clients, please describe your approach including best practices and lessons learned.

The PHD coordinates closely with CWD staff. Close coordination and communication between PHD and CWD staff is essential to ensure that families have access to services without adding any additional burdens to the clients or duplication of processes and services by the CWD or PHD.

Some techniques of the PHD Home Visiting Program uses are, to implement face-to-face contact with informational resources, explain the program and answer any questions the future participant may have. Having established good partnerships with the family resource centers and WIC program has helped the HVP increase outreach as well.

Public Health HVP bases outreach work on a number of principles. Many of these principles relate to the importance of the human connection and how to create it, including building trust, developing a sense of community, dignity and respect, and honesty. Public Health principles involve relationship dynamics such as giving individuals the choice of whether or not to engage, the need for a give-and-take relationship between the Home Visitor and client, letting the client lead, emotionally present and approachable, taking small steps toward progress, not making promises, ensuring consistent follow-up, and not pushing an agenda. Some other principles of importance include serving as a patient advocate; reducing barriers to services, follow evidence based-models of care, motivational interviewing, harm reduction, and trauma-informed care.

Core outreach principles include the following:

- Meet people where they are-geographically, emotionally, and physically.
- Meet basic needs.
- Be respectful and treat everyone with dignity.
- Recognize that the relationship is central to outreach and engagement.
- Create a safe, open, friendly space, regardless of the setting.

c. Please describe the plan for minimizing attrition for both the home visiting staff and clients participating in the CalWORKs HVP.

Public Health minimizes attrition by providing intensive case management. Public Health, along with the CWD will continue to work together to case manage clients and minimize duplication of services on order to be the most effective with each home visit and family.

d. Describe how your CWD and home visiting partner(s) shall coordinate and partner across multiple agencies, community-based organizations and other key entities to maximize reaching and serving the target population(s). If applicable, organizational charts and attachments are accepted.

The HVP includes collaboration with other service providers to leverage and expand resources and referrals. This includes the following: (1) Prenatal, infant, and toddler care; (2) Infant and child nutrition; (3) Developmental screening and assessments; (4) Patient education, parent and child interaction, child development, and child care; (5) Job readiness and barrier removal; and (6) Intimate partner violence, sexual assault, mental health, and substance abuse treatment. PHD and CWD currently co-locate Supervisors and staff in a shared building. Eligibility Workers, Employment and Training Workers, Registered Nurses, Licensed Vocational Nurses, Public Health Nurses, Assessment Workers, and Home Visitors work effectively and efficiently by offering wraparound services in a one-stop manner. The PHD home visitors meet with home visitors from other ally agencies to coordinate and/or transfer cases when the PHD HVP Supervisor deems it appropriate.

Connection to Community Resources

a. Please outline the plan for coordination between the home visiting agency and community resources and referrals relating to:

- (1) Prenatal, infant, and toddler care;**
 - (2) Infant and child nutrition;**
 - (3) Developmental screening and assessments;**
 - (4) Parent education, parent and child interaction, child development, and treatment.**
- Include in your response how the home visitor will connect the families to these resources**

The PHD MCAH Director, who is the supervisor for the Home Visiting Program, conducts a weekly case management meeting with the Family Support & Resource Specialist (FSRS) using reflective strategies. The FSRS meets monthly with all countywide home visitors, family resource centers, and the Home Visiting Collaboration Group. The PHD also provides education/training regarding all community resources available in Siskiyou County. Referrals for resources include but are not limited to the following: (1) Prenatal, infant, and toddler care; (2) Infant and child nutrition; (3) Developmental screening and assessments; (4) Parent education, parent and child interaction, child development, and child care; (5) Job readiness and barrier removal; and, (6) Domestic violence and sexual assault, mental health, and substance abuse treatment. In addition, Siskiyou County has a Home Visiting Advisory Board (HVAB) that includes the MCAH Director, First 5 Siskiyou, Karuk Tribal Head Start and youth programs, Shasta Head Start, Siskiyou Head Start and the Family Resource Centers. The HVAB also meets once a month with a focus on program planning, implementation and assessment of all home visiting programs and site related activities. The PHD continues to utilize this board to coordinate between the home visitors and all of our community resources.

Furthermore, Siskiyou Early Childhood Team (SECT), currently meets every three months and involves many other community partners including; Shasta Head Start/Early Head Start, Siskiyou Child Care Council, Siskiyou Early Head Start, Karuk Tribal Head Start, Choices Pregnancy & Parenting Support, Partnership Health Plan, Far Northern Regional Center (FNRC) and Siskiyou Domestic Violence & Crisis Center. Public Health will invite SNAP-Ed, the Oral Health Program, Mental Health Services, Immigration Legal Services, Substance Abuse Staff, CHDP Coordinator, and CalWORKs staff to join or participate in meetings.

b. Describe how the home visitor will encourage participants to engage in a high quality early learning setting. What resources and local partners will be used to identify these settings?

Home visitors encourage clients to engage in high-quality early learning settings by promoting the referral process for families to enroll their child in early learning settings, participate in playgroups, and engage in child enrichment activities. Home visitors are actively involved in Siskiyou County Family Resource Centers, Early Head Start, Head Start, Shasta Head Start, Siskiyou Child Care Council, and quality pre-schools. Home visitors also teach group-parenting classes at local family resource centers. These early learning programs will provide ASQ developmental screenings and assessments, offer a core curriculum that is developmentally, culturally, and linguistically appropriate. If the parent also volunteers in these early learning settings, the hours volunteered shall count toward their allowable activities under their Welfare-to-Work (WTW) Plan.

c. Will the CWD and their home visiting partner(s) be offering material goods related to the health and safety of the child and family? If no, please specify why the CWD and their home visiting partner(s) chose not to provide these resources. If yes, describe how the CWD and their home visiting partner(s) will operationalize this component, including how the home visitor will identify needs and distribute the goods and services. (Note: no more than \$500 of CalWORKs HVP funding can be used to support material goods for each family receiving home visiting services. [See All County Information Notice \(ACIN\) I-4-20](#) for more information.)

Yes. This component is utilized by having the home visitor conduct a home safety assessment. This assessment determines the need for specific health and safety related items. These provisions may also include the cost of installation if needed. The supervisor will approve all resources on a case-by-case basis. The home visitor is responsible for delivering the material goods to the appropriate families. A record of all transactions and receipts are documented appropriately for each family to ensure the supplies do not exceed the \$500.00 limit per family. All approvals are submitted to the CWD for claiming through the County Expense Claim (CEC) process. The following list is comprised of the possible items for use of supportive service funds under this agreement include but not limited to:

1. Electrical outlet covers
2. Safety latches/locks for cabinets and/or doors
3. Baby gates to block off unsafe areas
4. Safe place to sleep for the infant (i.e. crib, bassinet)
5. Items for the child/family to stay warm (i.e. jackets, shoes, clothing, heater)
6. Mat or area rug for homes that do not have a safe floor space for infants to have floor time
7. Smoke/carbon monoxide detectors (including batteries)
8. Bath tub mat or safe place to bathe an infant
9. Safety straps for items that could fall onto a child
10. Storage containers for items that need to be kept away from the child
11. Items for furniture safety (i.e. sharp edges, etc.)
12. Safe car seat
13. Baby supplies (i.e. baby wipes, diapers, baby food/formula)
14. Personal care items (i.e. deodorant, body wash, shampoo, conditioner, soap, razors, toothpaste, toothbrushes, toilet paper, haircuts, feminine hygiene products)
15. First aid kits (i.e. band aids, Neosporin or any other over-the-counter medications for small injuries, medicated wipes, ace bandages)
16. Cleaning items (i.e. broom, mop, vacuum, paper towels, dish soap, laundry soaps, disinfecting supplies, sponges)

17. Sleep items (i.e. crib/playpen, beds, bedding, blankets, sheets)
18. Lice treatment kits and pest management items (i.e. lice, roaches, mice, rats, fleas)
19. Windshield wipers
20. File box for family record keeping
21. Utility bill payment
22. Bus passes
23. Household items (i.e. pots/pans, small household appliances, furniture, lamps, flashlights, hot plate, refrigerator)

d. Does your CWD and their home visiting partner(s) currently have a coordinated services approach to providing home visiting? If so, what are the most commonly/frequently used services in the approach? If not, does your CWD plan to dedicate any funds to a coordinated services approach? ([Administration for Children and Families](#))

Yes, currently Siskiyou County is utilizing a MOA between CWD and PHD HVP. The PHD also has an MOA with all of the home visiting agencies. The participating organizations are Modoc Early Head Start, Shasta Head Start, Siskiyou Early Head Start, Siskiyou Community Resource Collaborative, and the PHD. Together we have developed a referral process with a universal referral tool that is used to all families in our community. We work together to facilitate referrals to early childhood home visiting and Help Me Grow Screening systems.

Collaboration between the CWD and the Home Visiting Agency

a. Will county CalWORKs staff and home visitors be co-located? If yes, provide information about the co-location arrangement. If no, please describe why this is not feasible.

Yes, the PHD and CWD currently are located in the same building. The HVP staff are provided with access to secure areas of the CWD to allow for interaction with the CWD staff.

b. Describe how county CalWORKs staff and home visitors will coordinate case management of HVP participants. (Include information such as how often county CalWORKs staff and home visitors will meet, how agencies collaborate and share information to ensure all eligible clients learn about this program, etc.)

PHD and CWD have established a collaborative case management plan to allow home visitors the opportunity to coordinate closely with the CWD CalWORKs staff. They meet on a monthly basis. Close coordination and monthly meetings between FSRS home visitors and the CWD CalWORKs staff ensures that services for families are comprehensive and streamlined. Case management activities include assessing the family needs, developing a case plan, monitoring progress in achieving case plan objectives, and ensuring the provision of all services specified in the case plan. The case plan builds on the strengths established during the home visiting period. Home visitors will work with families in an ongoing way to develop "Family Goals" that build on family strengths and support the family in what they want to accomplish. Families will have an "active goal" at all times that they will be striving to achieve. The FSRS home visitor assists the family in the process of achieving these goals using reflective strategies. The family goals and service plan is reviewed and modified, if needed, by the PHD HVP supervisor.

c. Do the CWD and home visiting agency currently participate in a workgroup that includes discussions related to continuous quality improvement (CQI) in home visiting? If yes, provide information about this workgroup. If no, please describe how the agencies will work together on CQI efforts.

Yes. The group, Home Visiting Advisory Board, meets once a month. The group works with the Ford Family Foundation and Portland University to conduct studies, quality assurance and implement a systems informational hub throughout Southern Oregon and Siskiyou County. This larger Advisory Board meets annually in September in Roseburg, Oregon at the Ford Family Foundation to collaborate and improve "Systems Building" for all home visiting agencies.

Data Collection and Security

a. Describe the tools (i.e. developmental screenings, assessments, questionnaires, interviews) that will be utilized by the home visitor. Explain how these tools will be used to evaluate and track progress in educational, developmental, health, and other domains for the child(ren) and the adult(s).

The PHD HVP utilizes Healthy Family America (HFA) screening tools and assessments. The PHD ensures fidelity and compliance with the HFA Best Practice Standards. The initial assessment tool used for determining eligibility and service planning is the Eligibility Screening Tool. Then, the FSRS home visitor administers the Family Resilience and Opportunity for Growth (FROG) Scale interview in a standardized manner. The initial assessment and interview process explores and identifies family strengths and needs. The face-to-face conversational interview occurs in the home during the prenatal-newborn period or in the hospital. Upon completion of the interview, "strengths and needs" are used to support the development of an Individualized Service Plan. Updates to the Service Plan occur as goals are met, and the needs of the family changes. Home visitors will work with families in an ongoing way to develop "Family Goals" that build on family strengths and support the family as they accomplish goals. Families will have an active goal at all times. The home visitor assists the family in the process of achieving goals. The FSRS and the HVP supervisor discuss the Service Plan and the family's progress at the weekly case management meeting. The CHEERS Check-In observation occurs at least once annually. This in depth observation of the parent/caretaker-child interaction. The home visitor also observes caretaker/child interactions during each visit. CHEERS is an acronym for Cues, Holding, Expression, Empathy, Rhythmicity/Reciprocity, and Smiles. Following the observation of the parent-child interaction, the home visitors utilize reflective strategies and other activities to address and promote parent-child interactions during each subsequent visit. Other screening tools that are used include Ages and Stages Questionnaire (ASQ's), Social Emotional (SE-2), and a prenatal and postnatal Edinburgh Depression Screen (EPDS). The ASQ-3 and the ASQ SE-2 monitor child development and social emotional development respectively, at specified intervals. Screening is for all children to detect potential developmental delays. Home visitors complete an EPDS screening at the initial visit and within three months following birth and all subsequent births. Additional tools may be used depending on the needs of each individual family.

b. Describe the information management systems that will be used to collect the individual and aggregate data by all the involved partners. How will the CWD manage scheduled reporting on data and deliverables for both aggregate and identified client-level information, and ensure quality control?

The CWD will collect individual and aggregate data from the CALSAWS and MEDS system. The PHD collects individual and aggregate data from the Healthy Families HFAST and the Tools Tracker.

1 Please provide the name(s), title(s) and telephone number(s) of individuals knowledgeable about and/or responsible for extracting data from the case management information systems used by the home visiting programs.

CWD Contact information:

Trish Barbieri, Social Services Division Director
Phone: 530.841.2750
pbarbieri@co.siskiyou.ca.us

PHD Contact Information:

Brenda Harris, RN, BSN, PHN Public Health Division, Deputy Director
Phone: 530.841.2124
bharris@co.siskiyou.ca.us

2. For CWDs who choose to adopt HVP for Cal-Learn case management, explain how the CWD will ensure Cal-Learn Data Collection and reporting meet the standards established by [MPP section 42-762.5](#).

c. Describe the key components and timeline to develop the data sharing arrangement between the CWD and home visiting agency. Include how the CWD and other participating agencies and organizations will protect the privacy, confidentiality and personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. Also include how client consent will be obtained in order to share both aggregate program and identified client-level case management data with contracted partners and CDSS.

The CWD worker will indicate if the household is Federal (A/C 30, 33 or 35), Non-Federal (A/C 32) or Non-Federal, Non-MOE (A/C K1 or 3F). If the CWD is completing the referral, the CWD will indicate the name of the referring worker on the referral form. The worker will include any hours spent participating in the HVP program in the customer's WTW Plan. The worker will provide all necessary supportive services in coordination with the PHD. The PHD home visitor will submit data to the appropriate CWD staff. The PHD HVP is required to enter data using the Healthy Families Tools Tracker reporting tool on a daily basis, weekly basis, monthly basis and semi-annual basis depending on the data collected. The appropriate data from the Tool Tracker is shared with CWD upon request. The CWD will submit the data to CDSS using the required CDSS reporting mechanisms.

PHD is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This privacy rule establishes national standards to protect individual's medical records and other personal health information. Our site follows HIPAA guidelines with a paper trail of confidentiality starting with referrals and an additional signed release required to share any information with specific persons. Additionally, as part of this MOU, PHD is subject to provisions of Welfare & Institution Code Section 10850 and 5328, CDSS Manual of Policies and Procedures Division 19, the Medi-Cal Data Privacy and Security Agreement between the CA Department of Health Care Services and the County of Siskiyou, along with Health and Human Services Agency, and the Agreement between the Social Security Administration and The Department of Health Care Services. This is for the protection of personal identifying information (PII).

PHD and CWD agree to comply with, and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of Welfare and Institutions Code Sections 10850 and 5328, the California Department of Social Services' Manual of Policies and Procedures, Division 19, the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Siskiyou, Health and Human Services Agency, and the Agreement between the Social Security Administration and the Department of Health Care Services, otherwise referred to as the 1137 Agreement to assure that:

All confidential documents are locked in a file cabinet in each office. While out in community doing home visits this information is in a locked portable case in the trunk of the visiting personnel's car. Any electronic information is encrypted and password protected. This site maintains a policy that is consistent with all state and federal confidentiality laws. All families are informed of their rights and receive a copy of their family rights and confidentiality, on or before the first home visit, both verbally and in writing. All shared data will be washed of personal identifiers and presented according to Healthy Families America Best Practices, utilizing tools and spreadsheets provided by HFA. Data is collected by the home visiting staff and will be issued to their home visiting supervisor/program manager. This data is only shared with CalWORKs staff during monthly case management meetings.

Program Sustainability

a. Describe the plan for sustainability of funding for home visiting services for CalWORKs participants.

The CalWORKs HVP allocation would have a lasting impact on Siskiyou County's most vulnerable population. Currently, we have families 103 and children that would be eligible for home visiting services in the targeted population alone. CalWORKs HVP funding would be pivotal to our sustainability. The MCAH Director will be supervising the PHD HVP, which is approved and supported from the MCAH budget. This allows any funding from CalWORKs HVP to be used directly for the hiring of home visitors and its program sustainability. In addition to this funding, the California Department of Public Health (CDPH) MCAH program approved a Scope of Work to support and include the needed staff to meet these objectives with short and long term goals.

6. RESOURCES

Bills and Regulations

- [Senate Bill 80](#)
- [Welfare and Institutions Code 11330.6-11330.9](#)

Helpful Websites

- [CalWORKs HVP Webpage](#)
- [Home Visiting Evidence of Effectiveness](#)
- [Home Visiting Evidence of Effectiveness Review \(Executive Summary\)](#)
- [National Home Visiting Resource Center](#)

Letters and Notices

- [All County Welfare Directors Letter \(July 2018\)](#)
- [County Fiscal Letter No. 18/19-51](#)
- [County Fiscal Letter No. 18/19-50](#)
- [County Fiscal Letter No. 18/19-49](#)
- [All County Welfare Directors Letter \(April 2019\)](#)
- [All County Information Notice I-4-20 - \\$500 Material Goods Fund](#)
- [All County Letter 19-82 – HVP19 Monthly Status Report](#)

Tools

- [CalWORKs HVP Conference Call Tool](#)
- [CW 2224 – Informing Notice](#)
- CalWORKs HVP Conference Call Tool
- CW 2224 – Informing Notice

7. ASSURANCES

The following section reflects statutory provisions of the HVP, and guidance issued by the CDSS. The implementation of these provisions is a requirement for CWD participation in the CalWORKs HVP. CWDs must assure the implementation of the provisions indicated below.

Case Management W&IC section 11330.7(a)

A primary component of the program described in this article shall be case management and evidence-based home visiting for the purpose of family support which shall commence upon the determination that an individual is eligible in accordance with W&IC section 11330.6(c)(2) and shall continue until the eligible individual completes the evidence-based home visiting program or terminates their own participation. The CWD and home visiting partner(s) shall establish collaborative case management plan, which shall include assessing the family's needs, developing case plan, monitoring progress in achieving case plan objectives, and ensuring the provision of all services specified in the case plan. The case plan should build on the strengths established during the home visiting period, and the family's associated connections to childcare.

Home Visitation W&IC sections 11330.7(a) through (e)

Home visiting shall include, but not be limited to, resources and referrals to all of the following: (1) Prenatal, infant, and toddler care; (2) Infant and child nutrition; Developmental screening and assessments; (4) Parent education, parent and child interaction, child development and childcare; (5) Job readiness and barrier removal; and, (6) Domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable. Home visiting services and visits shall not be mandatory, random, or unannounced.

CalWORKs participants electing to participate in the HVP will receive coaching and guidance through regular, planned home visits. Participants will obtain information about strategies to improve their family's health and provide better developmental opportunities for their children. CalWORKs participants will also receive information that will connect them to an array of employment and other services. Home visitors will provide resources directly and refer families to services so that families can receive the support they need. If a family chooses to participate in this program, their participation shall not affect their application for aid nor eligibility for any other CalWORKs benefits, supports, or services.

Home Visitor Qualifications W&IC section 11330.7(d)

Home visiting services shall only be those intended to achieve the goals established in W&IC section 11330.6(a) and that are provided in the home of an assistance unit or at a location agreed upon by the parent or caretaker relative and the home visitor. Home visiting services shall only be provided through an approved evidence-based model by a registered nurse, nurse practitioner, social worker, or other person able to provide culturally appropriate services who is trained and certified according to the requirements of W&IC sections 11330.6 and 11330.7, and has completed a background check.

Training W&IC section 11330.7(g)(1)

All home visiting providers shall complete training in the following areas before providing services to a CalWORKs recipient: (A) CalWORKs, Medi-Cal, Cal-Fresh, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and other programs, with county-specific information about how the home visiting professionals can help a parent access additional services for which they may be eligible and troubleshoot problems with benefits or eligibility that would impact their access to services; (B) Cultural competency and implicit bias; and, (C) Strengths-based practices for working with families with unmet needs.

Training must be administered by the CWD or home visiting partner(s) and include, but not be limited to, the demographics of the population served and the supports and services available for CalWORKs recipients. Home visiting partner(s) are encouraged to partner with local organizations to develop a training curriculum that best suits the needs of the home visiting program participants. The training must be administered prior to serving CalWORKs clients.

A CWD that staffs its home visiting program solely with CWD staff is exempt from the training requirements to the extent the training would duplicate training already received.

High-Quality Early Learning W&IC section 11330.7(c)

Home visitors shall encourage participants to enroll their child in a high-quality, early learning setting, or participate in playgroups, or other child enrichment activities, as appropriate.

Data Collection W&IC sections 11330.8(c) and (d)

CWDs and participating home visitation organizations shall collect and provide to CDSS, as a condition of funding, data that is necessary to administer the program and demonstrate the outcomes of participants and children, including by race, ethnicity, national origin, primary and secondary language, and county. The data shall include program outcomes for the parents and children served in the program, models utilized, and measures specific to CalWORKs objectives. These data components shall be developed in consultation with the HVP stakeholder workgroup formed by CDSS. All state, county, and other participating organizations shall protect the personal information of individuals and families collected or maintained against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. CWDs must develop a data sharing agreement with the home visiting agency and provide a copy of the agreement(s) to the CDSS.

Outcome Measures W&IC sections 11330.8(c) and (d)

As a condition of funding, participating CWDs and home visiting agencies are required to collect data for the purpose of informing the continued quality improvement process. The information must include but is not limited to:

- (A) Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.
- (B) Rates of children receiving developmental screening and referrals for further assessment.

- (C) Rates of participation in early learning programs.
- (D) Service referrals by type.
- (E) Services accessed by type.
- (F) Parental satisfaction with their gains in parenting skills and knowledge
- (G) Number of home visits completed, including data on duration of families' enrollment in home visiting services
- (H) Food and housing stability.
- (I) Workforce training, employment, and financial stability.
- (J) Participation in educational programs or English as a Second Language programs, or both, as applicable.
- (K) Access to immigration services and remedies.
- (L) Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.
- (M) Child welfare referrals and outcomes.
- (N) Additional descriptive and outcome indicators, as appropriate.

CWDs must fully participate in the data collection and evaluation components and meet submission deadlines set by the CDSS.

The County Welfare Department (CWD) agrees to provide the following RFCP information prior to implementation:

A copy of the MOU or other formal agreement between the CWD and the home visiting program partner(s).

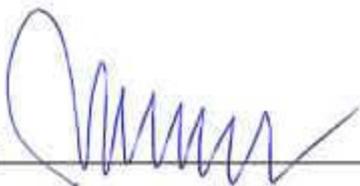
A copy of the MOU or other formal agreement if proposing a regional partnership.

Termination: The county agrees to provide the CDSS a minimum (30) days written notice if they no longer intend to participate in the CalWORKs HVP.

The County agrees to deliver A-N by signing below.

I, Sarah Collard, the undersigned, as a representative of **Siskiyou** County, approve and agree to the provisions as outlined in this RFCP.

Authorized Contact's Name & Title: Sarah Collard, PhD, Director, Health & Human Services Agency.

Authorized Official Signature:  Date: 6/2/22

Provide additional signatures for each county participating if this a regional partnership plan and request for funding.

Authorized Contact:

Patricia Barbieri
Health and Human Services Agency
Director, Social Services Division
Office (530) 841-2750
Email: pbarbieri@co.siskiyou.ca.us

Authorized Official Signature:  Date: 6/1/2022

Authorized Contact:

Shelly Davis, MN BSN PHN CCHP
Health and Human Services Agency
Director, Public Health Division
Director of Nursing/Inmate Medical
Office (530) 841-2140
Email: sdavis@co.siskiyou.ca.us

Authorized Official Signature:  Date: 5/26/2022

Attachment 1

State of California – Health and Human Services Agency

California Department of Social Services

CALWORKS HOME VISITING PROGRAM (HVP)

You may be eligible to participate in Home Visiting

ABOUT THE CALWORKS HOME VISITING PROGRAM

- The CalWORKs Home Visiting Program is a voluntary program that pairs you with a trained professional who makes regular visits to your home to provide guidance, coaching, access to prenatal and postnatal care, early learning resources, and other health and social services for you and your child.
- Your family may be eligible to receive these home visiting services for up to twenty-four months or until your child's second birthday, whichever is later.

BENEFITS OF HOME VISITING

- Your family may receive many positive benefits from participating in home visiting including improving your ability to:
 - Keep you and your baby healthy;
 - Be the best parent you can be;
 - Cope with stress in healthy ways;
 - Support your child's development;
 - Obtain employment and training opportunities;
 - Obtain referrals to benefits and resources available for you and your children; and
 - Enroll in high-quality child care services at no cost to you.
- A home visitor will provide you with support, guidance, coaching, and connections to important resources that help improve your families' health education, social, economic, and financial future.

PROGRAM ELIGIBILITY

- To be eligible for home visiting services you must be:
 - a member of a CalWORKs assistance unit who is pregnant, or
 - a parent or caretaker relative of a child less than twenty-four months old at the time of enrollment, or
 - pregnant and have applied for CalWORKs aid within 60 calendar days prior to reaching the second trimester of pregnancy and would be eligible for CalWORKs aid other than not having reached the second trimester of pregnancy, or
 - apparently eligible for CalWORKs aid.
- If you do not meet the criteria listed above, you still may be eligible to participate depending on your location. Please discuss your options with you CalWORKs eligibility worker.

Attachment 1 (continued)

State of California – Health and Human Services Agency

California Department of Social Services

CALWORKS HOME VISITING PROGRAM OPT-IN FORM

To volunteer to participate in the program, sign and return this form to your worker.

HOME VISITING PROGRAM PARTICIPATION REQUEST

I would like to volunteer to participate in the CalWORKs Home Visiting Program and understand that I may voluntarily terminate home visiting services at any time.

I volunteer to receive home visiting services for my child(ren) listed below:

_____ _____ _____
 Print Name of Child (Age) Print Name of Child (Age) Print Name of Child (Age)

I am pregnant. My approximate due date is _____.

I do not want to volunteer to participate in the Home Visiting Program at this time but understand that I may volunteer to participate in home visiting in the future by informing my worker, who will determine if I am still eligible to participate.

Reason(s) for declining home visiting services:

- Currently receiving home visiting services.
- Do not feel program will provide any benefits.
- Not interested in receiving home visiting services.
- Other: _____

By signing this form, I understand the following:

- The information I provided will be shared with the home visiting agency program so they can contact me and schedule a time for the visits to begin.
- I certify that I am pregnant or the parent or caretaker relative of the child(ren) listed above.
- This program is 100% voluntary, and I can cancel home visiting services at any time by notifying the County Welfare Department or home visiting agency in writing.
- This authorization expires two years from the date of signature unless revoked earlier.
- A copy of this form was offered or provided to me, and
- Participation in this program shall not affect my eligibility for any other CalWORKs benefits, supports, or services, including welfare-to-work exemptions.

Case Name	Case Number
Name of Parent or Caretaker Relative	Phone
Signature of Parent or Caretaker Relative	Date
Name of County Contact	Phone
Signature of County Contact	Date

Attachment 2

According to Nurturing Parenting curriculum philosophy,
 "Research shows...
 What a child experiences in their first years of life makes a big impact on how their brain develops and how they interact with the world throughout their life."
 "Benefits of Home Visiting...
 Individualized resources for you, your baby, and your family to enhance and support your baby's healthy development."
 "Cultural Competency Vision...
 All cultures are openly welcomed and valued. Multiculturalism is appreciated and practiced to enhance the value of our work through respectful curiosity of one another's culture and developing a reciprocal relationship of mutual caring and learning. All families deserve the same opportunities to succeed, regardless of any demographic, geographic, or economic considerations."



SISKIYOU COUNTY



Siskiyou County
 Health and Human Services Agency
 Public Health Division
 810 S. Main St.
 Yreka, CA 96097
 Phone: (530) 841-2133
 Fax: (530) 841-4092
 Email: Homevisiting@co.siskiyou.ca.us

Revised 06/11/14



CalWORKS
 HOME-VISITING
 PROGRAM
 (HVP)

Parenting isn't a practice.
 It's a daily learning experience.

 When we parent, we are parenting the world and its future.

For Referrals Call:
 (530) 841-2133
 OR
 Email:
 Homevisiting@co.siskiyou.ca.us

Attachment 2 (continued)

BENEFITS OF HOME VISITING:

Your family may receive many positive benefits from participating in home visiting including:

- Support during pregnancy.
- Learn skills to strengthen family relationships.
- Obtain connections to helpful resources in our community.
- Receive information about your baby's growth and development.
- Get information about resources to make your home safer for your baby.
- Learn new parenting skills.
- Learn about tools to better manage stress levels.
- Receive positive impacts on your child's development.
- Acquire information about new employment opportunities.
- Find out about referrals and resources for you and your child.
- Find out about opportunities for your child to enroll in high-quality child care services, playgroups or other enrichment activities to give your child(ren) the best start in life.



PROGRAM GOALS AND SERVICES:

- Improve maternal health**
 - Education around healthy pregnancy and management of complications.
 - Support/reinforce a plan for prenatal care and specialty referrals.
 - Assess and support positive relationships.
- Improve infant health**
 - Infant assessment at each visit.
 - Breastfeeding support.
 - Education and support related to infant care, feeding, and safety.
- Optimal infant development**
 - Physical and developmental screenings.
 - Referral for further evaluation of areas of concern.
- Strengthen family**
 - Referrals to community resources.
 - Assess and promote positive problem-solving and stress management skills.
 - Strength-based approach to goal setting.

WHO CAN ENROLL?

- You are a CalWORKs/CalEarm recipient, you live in Siskiyou County AND
- Pregnant or Parent/Caretaker of a child 24 months or less.



FAQ'S:

Q: What is home visiting?

A: Home visiting is a voluntary program that will pair you with a nurse or a trained professional who makes regular visits in your home to provide guidance, coaching, and access to prenatal and postnatal care, and other health and social services.

Q: Is there a cost for this program?

A: There is **NO COST** for this program.

Q: How often does the Home Visitor contact me?

A: Once a week to once a month, depending on your needs.

Q: How long will I receive this benefit?

A: Your family may be eligible to receive these home visiting services for three years.

Attachment 3



CalWORKs Home Visiting Program (HVP)

For CalWORKs/Cal-Learn participant(s) who are pregnant or within the first 24 months after the birth of a baby

DATE: _____

FILLABLE ELECTRONIC VERSION

This program is for CalWORKs/Cal-Learn recipients who are pregnant or within the first 24 months after the birth of the baby.

If you have any qualification questions, please give us a call at:

530-841-2139



Sarah Zwetsfoot, RN, BSN, PHN
MCAH Director
(530)-841-2130

Jeanna Frost, MPH
Home Visitor
(530)-841-2139

NAME: _____ CASE #: _____

Type of Client: Federal Non-Federal Non-Federal, Non-MOE

NAME OF CHILD: _____ DOB: _____

OR

DELIVERY DUE DATE: _____

HOME # _____ CELL # _____
(Please enter both phone numbers for contact, if applicable)

BEST TIME TO CALL? _____ PRIMARY LANGUAGE: _____

The client is aware of the CalWORKs Home Visiting Program referral, and is interested in being contacted regarding Home Visiting? YES

CalWORKs REFERRAL SOURCE: _____

STAFF NAME: _____

PHONE: _____

PASSPORT TO SERVICES ATTACHED? YES DATE SENT: _____

EMAIL, FAX, MAIL, or PHONE to:
Siskiyou County Public Health
CalWORKs Home Visiting Program
810 South Main St., Yreka, CA 96097
Ph: 530-841-2134 Fax: 530-841-4092 Email: homevisiting@co.siskiyou.ca.us

Office Use Only

CONTACTS AND DISPOSITION: _____

Revised 3/8/22

EXHIBIT B
ASSURANCE OF COMPLIANCE WITH
THE SISKIYOU COUNTY
HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY - ASSISTED PROGRAMS

Siskiyou County Health & Human Services Agency (SCHHSA), Public Health Division

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h)(1), (i); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSUANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSUANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSUANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/8/2022
Date


Shelly Davis, SCHHSA Public Health Division

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ATTACHMENT C

Scope of Work CalWORKs
Home Visiting Program
Siskiyou County

**SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY
EMPLOYMENT AND TEMPORARY ASSISTANCE**

CalWORKs PROCEDURE

SUBJECT: CalWORKs Home Visiting Program **TRANSMITTAL** 2019-01
DATE: 01/15/19
AUTHOR: SE
Rev: 04/04/19; 11/05/19;
02/25/20; 06/22/20;
06/29/2020 by JK
Rev: 6/30/2022 by JGF

IMPLEMENTATION DATE: 07/01/2022

REFERENCE: Senate Bill (SB) 840, All County Welfare Directors Letter (ACWDL) 07/31/2018, 04/25/2019, County Fiscal Letter (CFL) 18-19-49, All County Letter (ACL) 19-42, 19-42E, 19-82 and All County Information Notice I-56-19

PURPOSE: The purpose of the CalWORKs Home Visiting Program (HVP) is to support positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty, expanding their future educational, economic, and financial capability opportunities, and improving the likelihood that they will exit poverty.

BACKGROUND: Senate Bill 840 (Chapter 29, Statutes of 2018), or the Budget Act of 2018, appropriated approximately \$26.9 million for January 1, 2019 through June 30, 2019. The Public Health Department (PHD) is the lead division for HVP and will work closely with the Social Services Department (SSD) to administer the program.

Funding for HVP will be used to provide counties with resources to offer home visiting services to a member of a CalWORKs assistance unit or an apparently eligible CalWORKs assistance unit that is pregnant or a parent or caretaker relative of a child less than 24 months of age at the time the individual enrolls in the program. A county may serve additional eligible CalWORKs and Cal-Learn participants as long as the county continues to offer and provide home visiting services to the target population noted above. Services to additional participants must be approved by the PHD before a referral is sent.

A member of the assistance unit does not need to be eligible for, nor is required to participate in, the Welfare-to-Work program in

order to receive home visiting services.

PRIMARY PROGRAM COMPONENTS:

Voluntary Evidence-Based Home Visitation

CalWORKs and Cal-Learn participants electing to participate in the HVP will receive coaching and guidance through regular, planned home visits. Participants will obtain information about strategies to improve their family's health and provide better developmental opportunities for their children. CalWORKs and Cal-Learn participants will also receive information that will connect them to an array of employment and other services. Home visitors will provide resources directly and refer families to services so that families can receive the support they need. If a family chooses to participate in this program, their participation shall not affect their application for aid nor eligibility for any other CalWORKs or Cal-Learn benefits, supports, or services.

Case Management Services

HVP activities include assessing the family's needs, developing a service plan, monitoring progress in achieving plan objectives, and ensuring the provision of all services specified in the plan. The plan should build on the strengths established during the home visiting period, and the family's associated connections to child care.

Coordination with County Staff

PHD shall coordinate closely with SSD CalWORKs staff. Close coordination and communication between PHD and SSD staff is essential to ensure that families have access to services without adding any additional burdens to the customers or duplication of processes and services by the SSD or PHD.

Enrollment in Early Learning Programs

High-quality early learning programs have a demonstrated ability to improve both short-term and long-term outcomes for children with unmet needs. PHD will encourage families to enroll their child(ren) in high-quality early learning settings, participate in playgroups, or engage in other child enrichment activities. Parents will have an opportunity to select from high-quality early learning settings that may provide developmental screenings and assessments, and offer a core curriculum that is developmentally, culturally, and linguistically appropriate. If a parent volunteers in the early learning setting, these hours shall count towards their allowable activities under their Welfare-to-

Work (WTW) plan. Children enrolled in an early learning setting through the HVP may remain enrolled for up to 3 years.

**The procedure listed below is subject to change as regulation or policy changes occur. **

PROCEDURE:

<u>Responsibility</u>	<u>Actions</u>
<p>CalWORKs Eligibility Worker (CW EW)</p>	<p>When in contact with the customer during a CalWORKs (CW) Recertification (RE) or CW Intake the CW EW will explain the HVP program and CW eligibility requirements. The CW EW will provide the CW HVP Informing Notice CW 2224 (Attachment 1) to the customer. CW EW will review the HVP Informing Notice with the customer and offer a referral. (Please note that HVP services may be discussed and offered during any client contact such as report of pregnancy.)</p> <p>If the client elects to participate in the HVP program, and the individual is:</p> <ul style="list-style-type: none"> • Pregnant or a parent or caretaker relative of a child 24 months or less of age at the time the individual enrolls in the program; and • A member of a CalWORKs assistant unit. <p style="text-align: center;">OR</p> <p>Referrals may be offered on a case by case basis where there are extenuating circumstances if the individual is:</p> <ul style="list-style-type: none"> • The parent or caretaker relative for a child-only case; or • An individual who is apparently eligible for CalWORKs. <p>If the CW EW is meeting with the client in person, the CW EW will assist the client in completing the 2nd page of the HVP Informing Notice, image it into the case and narrate that the client has opted in to HVP. If the CW EW is completing a telephone interview with the client, the CW EW will review the 2nd page of the HVP Informing Notice and narrate that the customer was informed about HVP and that the customer opted in or declined a referral.</p> <p>The CW EW will enter HVP information into C-IV indicating that HVP services have been offered and if the client accepts or declines the offer. Follow the steps below to enter information into C-IV:</p> <p><u>Access the Home Visiting Detail Page</u></p> <ol style="list-style-type: none"> 1. In case select Eligibility in the global navigation bar. 2. Select Case Summary in the local navigation bar. 3. Select Home Visiting in the task navigation bar.

	<p><u>Add a Home Visiting Program Record</u></p> <ol style="list-style-type: none"> 1. On the Home Visiting List page: <ol style="list-style-type: none"> a. Click the Add button. 2. On the Home Visiting Detail page: <ol style="list-style-type: none"> a. Enter the date the HVP referral was offered in the Date Offered text box. b. Select Yes or No from the Accepted Offer drop-down box. c. Enter the same date in the Begin Date text box if displayed. d. In the Person section, select the Person from the Name drop-down box. e. Click the Add button and repeat step 2d to add another person. f. Click the Save and Return button. <p>If the client requests a referral, the CW EW will provide the customer with the CW HVP Brochure (Attachment 2) and complete the CW HVP Referral Form (Attachment 3) with the client. A passport to services will be attached to the HVP Referral Form. The CW EW will interoffice mail the referral form and passport to services to the PHD upon CalWORKs approval. If the referral is urgent, the CW EW may email the form to the group email PHD homevisiting@co.siskiyou.ca.us which is located in Outlook Global Address. The EW will narrate the HVP contact, offer of referral, entry into C-IV and completion of referral to HVP.</p> <p>NOTE: When completing the referral, the CW EW will indicate if the household is Federal (Aid Code (A/C) 30, 33 or 35), Non-Federal (A/C 32) or Non-Federal, Non-MOE (A/C K1 or 3F).</p>
<p><u>Responsibility</u></p>	<p><u>Actions</u></p>
<p>Employment and Training Worker (ETW) or Human Services Social Worker (HSSW)</p>	<p>If the employment and training worker (ETW) or human services social worker (HSSW) identifies a client that meets the criteria discussed in the CW EW section above and participation in the HVP program would benefit as part of their WTW/Family Stabilization (FS) plan, then a referral may be completed.</p> <p>The ETW/HSSW will enter HVP information into C-IV indicating that HVP services have been offered and if the client accepts or declines the offer. Follow the steps below to enter information into C-IV:</p> <p><u>Access the Home Visiting Detail Page</u></p> <ol style="list-style-type: none"> 1. In case select Eligibility in the global navigation bar. 2. Select Case Summary in the local navigation bar. 3. Select Home Visiting in the task navigation bar.

	<p><u>Add a Home Visiting Program Record</u></p> <ol style="list-style-type: none"> 1. On the Home Visiting List page: <ol style="list-style-type: none"> a. Click the Add button. 2. On the Home Visiting Detail page: <ol style="list-style-type: none"> a. Enter the date the HVP referral was offered in the Date Offered text box. b. Select Yes or No from the Accepted Offer drop-down box. c. Enter the same date in the Begin Date text box if displayed. d. In the Person section, select the Person from the Name drop-down box. e. Click the Add button and repeat step 2d to add another person. f. Click the Save and Return button. <p>If the customer requests a referral, the ETW/HSSW will provide the client with the CW HVP Brochure (Attachment 2 or 2A) and complete the CW HVP Referral Form (Attachment 3) with the client. A passport to services will be attached to the HVP Referral Form. The ETW/HSSW will interoffice mail the referral form and passport to services to the PHD. If the referral is urgent, the ETW/HSSW may email the form to the group email homevisiting@co.siskiyou.ca.us which is located in Outlook Global Address. The ETW/HSSW will narrate the HVP contact, offer of referral, entry into C-IV and completion of referral to HVP.</p> <p>NOTE: When completing the referral, the ETW/HSSW will indicate if the household is Federal (A/C 30, 33 or 35), Non-Federal (A/C 32) or Non-Federal, Non-MOE (A/C K1 or 3F).</p> <p>If the HSSW is completing the referral, the HSSW will indicate the name of the ETW on the referral form.</p> <p>The ETW will include any hours spent participating in the HVP program in the customer's WTW Plan. The ETW will provide all necessary supportive services in coordination with the PHD.</p>
<p><u>Responsibility</u></p>	<p><u>Actions</u></p>
<p>Public Health Home Visitor (PHHV)</p>	<p>Once the CalWORKs/Cal-Learn HVP Referral Form has been received by the PHD HV an initial assessment will be completed.</p> <p>The initial screening and assessment will include but is not limited to:</p> <ul style="list-style-type: none"> • assessing the family's needs; • developing a case plan; • monitoring progress in achieving case plan objectives; • ensuring the provision of all services specified in the case plan (the case plan should build on the strengths established during the home visiting period and the family's associated connections to child care); and

	<ul style="list-style-type: none"> referrals to community resources, outside agencies, and early learning settings. <p>The PHD HV will make a determination on how many hours the client is participating in the above listed services and whether the client is accepted into the program. If the client is not accepted the PHD HV will re-refer the client back to the CW EW, ETW or HSSW. The determined amount of hours, acceptance, or denial of services will be sent back to the CW EW, ETW or HSSW via fax, interoffice mail, or email on a CW HVP Transmittal (Attachment 4). The CW HVP Transmittal will be sent on a weekly basis to the ETW or HSSW for participation tracking.</p>
<p><u>Responsibility</u></p>	<p><u>Actions</u></p>
<p>CalWORKs Eligibility Worker (CW EW)</p>	<p>If the CW HVP Transmittal is received by the CW EW and it indicates the client is receiving services, the CW EW will review the case to see if an ETW has been assigned to the case. If there is an ETW, the CW EW will forward the CW HVP Transmittal to the ETW.</p> <p>If review of the case shows the client is not a participant in WTW and does not have an ETW, the CW EW will edit the C-IV HVP Record and add in the date of the first home visit for each member of the AU in the C-IV case.</p> <p>If the CW EW is notified that the client has been discontinued from HVP, the CW EW will end date the HVP Record in C-IV.</p> <p>If CalWORKs/Cal-Learn is discontinued for a household with HVP, the worker must end date the HVP program in C-IV.</p>
<p><u>Responsibility</u></p>	<p><u>Actions</u></p>
<p>Employment and Training Worker (ETW)</p>	<p>When the CW HVP Transmittal is received by the ETW and it indicates the client is receiving services, the ETW will edit the C-IV HVP Record and add in the date of the first home visit for each member of the AU in the C-IV case.</p> <p>The ETW will update the WTW Plan based on the information received from the PHHV.</p> <p>When creating the activity:</p> <ul style="list-style-type: none"> The activity Category is "Family"; The activity Type will be "Home Visiting Program". <p>An appointment for a WTW Reappraisal will be sent if:</p> <ul style="list-style-type: none"> The customer did not show to the HVP assessment appointment; The CW HVP Transmittal indicates the client is being re-referred to the ETW; or If the client is not meeting the HVP scheduled hours of participation.

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	<p>If the client does not attend the WTW Reappraisal appointment the ETW will start the good cause determination and non-compliance process. <i>Participation in the HVP program is voluntary.</i></p> <p>NOTE: Clients who are in Welfare to Work (WTW) exempt status may volunteer to participate in HVP services. For WTW exempt volunteers there will be no hourly participation requirement. The ETW will still be required to create a WTW Plan and offer supportive services to customers who are WTW exempt volunteers and involved in HVP activities. A WTW Plan is only required when the customer is being provided supportive services. If no supportive services are provided, the client will work directly with the PHD HV.</p>
<u>Responsibility</u>	<u>Actions</u>
CalWORKs/WTW (CW/WTW) Supervisor and Program Manager (PM)	The CW/WTW Supervisor and PM will meet monthly or as needed with the PHHV or HVP Supervisor for data collection and program discussion.

Assigning Hours in WTW Plan

All HVP hours, including hours spent directly with the home visitor (home visiting sessions) and any hours spent volunteering in an early learning setting must be assigned in the customer's WTW plan, and counted toward meeting the assistant unit's (AU's) participation requirements, when applicable. *(CW HVP customers are not required to participate in WTW or develop a WTW plan in order to participate in the HVP).*

Building the WTW Plan

Hours in HVP activities for CW's clients participating in WTW voluntarily or as a mandatory participant may be assigned on either the left (CW minimum standards) or right (CW federal standards) side of the WTW plan.

CalWORKs Minimum Standards (left side)

- Activity: Job search and job readiness – For assignment of home visiting sessions.
- Activity: Other activities necessary to assist in obtaining employment – For HVP activities that do not meet the definition of activities assigned to CW federal standards.

CalWORKs Federal Standards (right side)

- Activity: Job search and job readiness – For assignment of home visiting sessions.
- Activity: Community services, work experience (WEX), or job search

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and job readiness – For assignment of volunteer hours at an early learning center.

NOTE: Job search and job readiness may be counted for four weeks (120 hours) and six weeks (180 hours) total in a 12-month period for CW federal standards. WEX is initially limited to 12 months, but may be extended at the discretion of the county and WTW participant.

CalWORKs time limits associated with CW federal standards or the WTW 24 Month Time Clock will not prevent CW clients from accessing HVP; when these time limits have been exceeded, counties may assign HVP as "Other activities necessary to assist in obtaining employment" on either the left or right side of the plan.

Supportive Services

Clients may be eligible to CW WTW supportive services. For HVP clients in WTW, supportive services for HVP must be included in the WTW plan. If supportive services are not available for HVP activities needed to meet WTW requirements, the customer must be given good cause.

For HVP clients who are not eligible to WTW supportive services, home visitors will provide information, resources, and referrals to other community resources for services. The PHD HV will be informed that the customer is not eligible on the CW HVP Transmittal Form.

Cal-Learn Rewards and Sanctions

CalWORKs/TANF clients qualify and must participate in the Cal-Learn Program if they live in the same household as their child, are under 19 years, do not have a high school diploma or GED and are not in foster care. Cal-Learn rewards good school performance and penalizes poor school performance. Cash bonuses are issued to Cal-Learn recipients based on grades that are received and reported on the school report card. A bonus of \$100 is added to the family's grant for each report card period. If the client receives below the grade "D" or they fail to turn in the report card each time it is issued, \$100 will be taken away from the recipient's grant for each report card period. If the recipient graduates from high school they will receive a bonus of \$500.

\$500 Material Goods Funds

Households participating in HVP are eligible to \$500 for the purchase of material goods related to care, health, and safety of the child and family. The \$500 cumulative total is only available one time and does not reset annually or otherwise. Some examples of appropriate uses of material goods funds include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language or literacy needs.

The Public Health Department (PHD) has established a process for these purchases and will be responsible for tracking each household's \$500 expenditures. When a purchase is made, PHD will forward a copy of the Green Claim Form (that is submitted

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to Fiscal) to the EW/ETW/HSSW with the monthly CW HVP transmittal form. The EW/ETW/HSSW will image the Green Claim Form into the customer's case.

Federal Reporting & Work Participation Rate (WPR)

HVP participation in home visiting sessions and/or volunteering in an early learning setting may be counted for WPR. Customers engaged in HVP may meet the definition of a work-eligible individual (WEI) and be included in the TANF sample.

Home visiting sessions may be counted as job search and job readiness for up to 180 hours total in a 12-month period. Beyond this time limit, counties are encouraged to report home visiting session hours as "Other activities that directly lead to unsubsidized employment".

Volunteer hours in an early learning setting may be counted as community service, WEX, or job readiness.

For purposes of federal reporting, when a customer is not meeting the core hourly requirement, as may happen with voluntary placements in HVP, counties are encouraged to report participation hours in federally reportable activities as "Work Activities Other Than Those Specified Above."

ATTACHMENTS:

Attachment 1. CW HVP Opt-In Form (CW 2224)
[G>NOA>Forms>CalWORKs>HVP Informing Notice](#)

Attachment 2. CW HVP Brochure
[G>NOA>Forms>CalWORKs>CW HVP Brochure](#)

Attachment 3. CW HVP Referral Form
[G>NOA>Forms>CalWORKs>CW HVP Referral](#)

Attachment 4. CW HVP Transmittal

Attachment 5. CW HVP Job Aid

Attachment 1. CW HVP Informing Notice

State of California – Health and Human Services Agency

California Department of Social Services

CALWORKS HOME VISITING PROGRAM (HVP)

You may be eligible to participate in Home Visiting**ABOUT THE CALWORKS HOME VISITING PROGRAM**

- The CalWORKs Home Visiting Program is a voluntary program that pairs you with a trained professional who makes regular visits to your home to provide guidance, coaching, access to prenatal and postnatal care, early learning resources, and other health and social services for you and your child.
- Your family may be eligible to receive these home visiting services for up to twenty-four months or until your child's second birthday, whichever is later.

BENEFITS OF HOME VISITING

- Your family may receive many positive benefits from participating in home visiting including improving your ability to:
 - Keep you and your baby healthy;
 - Be the best parent you can be;
 - Cope with stress in healthy ways;
 - Support your child's development;
 - Obtain employment and training opportunities;
 - Obtain referrals to benefits and resources available for you and your children; and
 - Enroll in high-quality child care services at no cost to you.
- A home visitor will provide you with support, guidance, coaching, and connections to important resources that help improve your families' health education, social, economic, and financial future.

PROGRAM ELIGIBILITY

- To be eligible for home visiting services you must be:
 - a member of a CalWORKs assistance unit who is pregnant, or
 - a parent or caretaker relative of a child less than twenty-four months old at the time of enrollment, or
 - pregnant and have applied for CalWORKs aid within 60 calendar days prior to reaching the second trimester of pregnancy and would be eligible for CalWORKs aid other than not having reached the second trimester of pregnancy, or
 - apparently eligible for CalWORKs aid.
- If you do not meet the criteria listed above, you still may be eligible to participate depending on your location. Please discuss your options with your CalWORKs eligibility worker.

CALWORKS HOME VISITING PROGRAM OPT-IN FORM

To volunteer to participate in the program, sign and return this form to your worker.

HOME VISITING PROGRAM PARTICIPATION REQUEST

I would like to volunteer to participate in the CalWORKs Home Visiting Program and understand that I may voluntarily terminate home visiting services at any time.

I volunteer to receive home visiting services for my child(ren) listed below:

Print Name of Child (Age)	Print Name of Child (Age)	Print Name of Child (Age)

I am pregnant. My approximate due date is _____.

I do not want to volunteer to participate in the Home Visiting Program at this time but understand that I may volunteer to participate in home visiting in the future by informing my worker, who will determine if I am still eligible to participate.

Reason(s) for declining home visiting services:

- Currently receiving home visiting services.
- Do not feel program will provide any benefits.
- Not interested in receiving home visiting services.
- Other: _____

By signing this form, I understand the following:

- The information I provided will be shared with the home visiting agency program so they can contact me and schedule a time for the visits to begin.
- I certify that I am pregnant or the parent or caretaker relative of the child(ren) listed above.
- This program is 100% voluntary, and I can cancel home visiting services at any time by notifying the County Welfare Department or home visiting agency in writing.
- This authorization expires two years from the date of signature unless revoked earlier.
- A copy of this form was offered or provided to me, and
- Participation in this program shall not affect my eligibility for any other CalWORKs benefits, supports, or services, including welfare-to-work exemptions.

Case Name	Case Number
Name of Parent or Caretaker Relative	Phone
Signature of Parent or Caretaker Relative	Date
Name of County Contact	Phone
Signature of County Contact	Date

Attachment 2. CW HVP Outreach Flyer

According to Nurturing Parenting curriculum philosophy,

Research shows...
 "What a child experiences in their first years of life makes a big impact on how their brain develops and how they interact with the world throughout their life."⁴

Benefits of Home Visiting...
 Individualized resources for you, your baby, and your family to enhance and support your baby's healthy development."⁵

Cultural Competency Vision...
 All cultures are openly welcomed and valued. Multiculturalism is appreciated and practiced to enhance the value of our work through respectful curiosity of one another's culture and developing a reciprocal relationship of mutual caring and learning. All families deserve the same opportunities to succeed, regardless of any demographic, geographic, or economic considerations."⁶



SISKIYOU COUNTY



CalWORKs
HOME-VISITING
PROGRAM
(HVP)

*Parenting in 'a-practice'
 It's a daily learning experience.*



When we parent, we are parenting the world and its future.



Siskiyou County
 Health and Human Services Agency
 Public Health Division
 210 S. Main St.
 Yreka, CA 96097
 Phone: (530) 841-2139
 Fax: (530) 841-4032
 Email: Homevisiting@hhs.siskiyou.ca.us

Revised 07/2020

For Referrals Call:
 (530) 841-2139
 OR
 Email:
 Homevisiting@hhs.siskiyou.ca.us

BENEFITS OF HOME VISITING:

Your family may receive many positive benefits from participating in home visiting including:

- Support during pregnancy.
- Learn skills to strengthen family relationships.
- Obtain connections to helpful resources in our community.
- Receive information about your baby's growth and development.
- Get information about resources to make your home safer for your baby.
- Learn new parenting skills.
- Learn about tools to better manage stress levels.
- Receive positive impacts on your child's development.
- Acquire information about new employment opportunities.
- Find out about referrals and resources for you and your child.
- Find out about opportunities for your child to enroll in high-quality child care services, playgroups or other enrichment activities to give your child(ren) the best start in life.



PROGRAM GOALS AND SERVICES:

Improve maternal health

- Education around healthy pregnancy and management of complications.
- Support/reinforce a plan for prenatal care and specialty referrals.
- Assess and support positive relationships.

Improve infant health

- Infant assessment at each visit.
- Breastfeeding support.
- Education and support related to infant care, feeding, and safety.

Optimal infant development

- Physical and developmental screenings.
- Referral for further evaluation of areas of concern.

Strengthen family

- Referrals to community resources.
- Assess and promote positive problem solving and stress management skills.
- Strength-based approach to goal setting.

WHO CAN ENROLL?

- You are a CalWORKs recipient, you live in Siskiyou County AND
- Pregnant or Parent/Caretaker of a child 24 months or less.



FAQ'S:

Q: What is home visiting?

A: Home visiting is a voluntary program that will pair you with a nurse or a trained professional who makes regular visits in your home to provide guidance, coaching and access to prenatal and postnatal care, and other health and social services.

Q: Is there a cost for this program?

A: There is **NO COST** for this program.

Q: How often does the Home Visitor contact me?

A: Once a week to once a month, depending on your needs.

Q: How long will I receive this benefit?

A: Your family may be eligible to receive these home visiting services for three years.

Attachment 2A CW Cal-Learn Outreach Flyer

Additional Services

You may be able to get other services to support yourself and your family while you work on your Cal-Learn goals. Additional services may include:

WIC

The Women, Infants and Children program, better known as WIC, is a supplemental food and nutrition program that may provide you with nutrition education, healthy foods and breast-feeding advice.

CalFresh

Through this program you may get assistance to purchase food for your family.

Medi-Cal

Through Medi-Cal you may receive prenatal health care and a check-up after your baby is born. You may also be eligible for general health care. Your baby may also receive medical services such as immunizations and well-baby care.



Family Planning Services

Once your baby is born, you will want to consider your birth control options. No-cost and low-cost family planning services are available to help you do just that. Your doctor can advise you as to which birth control method is best for you. It's important to note that women can get pregnant again while breast-feeding their baby.

Other support services may also be available. Talk to your case manager for more information and assistance.



County Stamp Box

For more information about Cal-Learn, contact:



Reach For Your Dreams with Cal-Learn



A statewide program to help pregnant and parenting teens who are receiving CalWORKs/TANF complete high school, become independent and form healthy families.

All persons in the photographs are models and used for illustrative purposes only.



State of California
Health and Human Services Agency
Department of Social Services
RUS 367 (04/13)



What is Cal-Learn?

Cal-Learn is a statewide program for pregnant and parenting teens, both moms and dads, who receive CalWORKs/TANF. It is not a school. The goal of Cal-Learn is to help teens graduate from high school, become independent and form healthy families.

Do I have to Participate?

If you are a pregnant or parenting teen receiving CalWORKs/TANF, you must participate in Cal-Learn. Some teens can become exempt from the program or delay participating under special circumstances.

To Qualify for Cal-Learn you must:

- live in the same household as your child
- be under 19 years of age
- not yet have a high school diploma or GED
- not be in foster care



For more information and details about your participation in Cal-Learn talk to your county Cal-Learn program staff.

Getting Your Diploma

Once in Cal-Learn you will get a case manager who will help you develop a plan to finish high school or earn a GED. If you are not currently attending school, your case manager will assist you in getting back into school or find the right school to meet your needs. The program includes:



Assessment determine what services and support you need so you can meet your educational goals.

Develop a plan so you can receive the services you need and get into school.

Take action to put you on the road to reaching your goals.

Tracking to ensure you are making progress toward your diploma or GED and meeting other goals.

Periodic plan review to identify what works and what doesn't.

Earn a Cash Bonus or a Sanction

Cal-Learn rewards good school performance and penalizes poor school performance.

Do well and earn a bonus:

Receive good grades and turn in your report card each time it's issued = \$100 added to your family's grant for each report card period.
Graduate from high school = \$500 to you.

Do poorly and earn a sanction:

Receive below a D average or fail to turn in your report card each time it's issued = \$100 taken away from your family's grant for each report card period.

Case Management for Your Success

Your case manager will help you with more than just school. A wide range of support services may be available to help you meet the challenges you face as a teen parent such as:

Child Care Expenses

The Cal-Learn program may help pay for child care while you attend school. If you are working and going to school, you may also qualify for child care while you are at work.

School Expenses

The GED test, books and lab fees are some of the things that the Cal-Learn program may help you buy for school.

Transportation expenses

You may be able to get help paying for transportation to get to and from school.

Support Services

Your case manager may provide you with referrals to other agencies dealing with a variety of concerns you may face including:

- legal issues
- domestic violence
- health issues
- housing

Attachment 3. CW HVP Referral Form



CalWORKs Home Visiting Program (HVP)
 For CalWORKs/Cal-Learn participant(s) who are pregnant or within the first 24 months after the birth of a baby

DATE: _____

FILLABLE-ELECTRONIC-VERSION

This program is for CalWORKs/Cal-Learn recipients who are pregnant or within the first 24 months after the birth of the baby.

If you have any qualification questions, please give us a call at:

530-841-2139



Sarah Zwetsloot, RN, BSN, PHN
MCAH Director
(530)-841-2130

Jeanna Frost, MPH
Home Visitor
(530)-841-2139

NAME: _____ CASE #: _____

Type of Client: Federal Non-Federal Non-Federal, Non-MOE

NAME OF CHILD: _____ DOB: _____

OR

DELIVERY DUE DATE: _____

HOME # _____ CELL # _____
(Please enter both phone numbers for contact, if applicable)

BEST TIME TO CALL? _____ PRIMARY LANGUAGE: _____

The client is aware of the CalWORKs Home Visiting Program referral, and is interested in being contacted regarding Home Visiting? YES

CalWORKs REFERRAL SOURCE:

STAFF NAME: _____

PHONE: _____

PASSPORT TO SERVICES ATTACHED? YES DATE SENT: _____

EMAIL, FAX, MAIL, or PHONE to:

Siskiyou County Public Health
 CalWORKs Home Visiting Program
 810 South Main St., Yreka, CA 96097
 Ph: 530-841-2134 Fax: 530-841-4092 Email: homevisiting@co.siskiyou.ca.us

Office Use Only

CONTACTS AND DISPOSITION: _____

Revised 3/8/22

Attachment 4. CW HVP Transmittal



CalWORKs Home Visiting Initiative Transmittal
 810 South Main Street, Yreka, CA 96097
 Ph: 530-841-2139
 Fax: 530-841-4092

Worker Name: _____ Phone: _____

Reply Notification

Date: _____ To: _____
 Worker Name

Customer Name: _____ Case#: _____

Welfare to Work customer

ATTENDANCE: Evaluation Period _____ to _____

Assessment Scheduled on _____

Customer attended their scheduled appointment on _____

Customer did not attend their scheduled appointment on _____

Attendance: ____/____ Weekly Meetings

Attendance: ____/____ hours per week

Attendance: ____/____ Early Learning Setting hours per week

Customer has stopped attending classes. Date last attended: _____

Customer is Re-Referred to Worker.

PARTICIPATION:
 GOOD FAIR POOR

PROGRESS:
 GOOD FAIR POOR

PLAN UPDATE - Contact customer as they are involved in services as indicated below:

Mental Health Services

Substance Abuse Services

Other activity: _____

Comments: _____

Staff Name: _____ Staff Phone # _____

SWTW 106 (01/2019)

Attachment 5. CW HVP Job Aid

CalWORKs Home Visiting Initiative (HVI) Job Aid

What is HVI?

- A two-generational voluntary program model that connects new parents with a nurse or other trained professional who makes regular visits to the client’s home to provide guidance, coaching, access to prenatal and postnatal care, and other health and social services.

HVI Clients in Welfare-To-Work (WTW)

- May be mandatory or voluntary WTW participants.
- Are not required to sign a WTW plan but are encouraged to do so if they are voluntary WTW participants.
- May be eligible for the full array of supportive services, including child care, transportation, ancillary services, and diaper assistance for clients with young children.

WTW Plan Allowable Activities in HVI

CalWORKs Minimum Standards (Left Side of the WTW Plan)	CalWORKs Federal Standards (Right-Side of the WTW Plan)
<p>Other activities necessary to assist in obtaining employment</p> <ul style="list-style-type: none"> • For assignment of home visiting session (when job search and job readiness time limits are exhausted) • For assignment of volunteer hours in an early learning setting if unable to assign as community service or work experience 	<p>Job search and job readiness</p> <ul style="list-style-type: none"> • For assignment of home visiting session or volunteer hours at an early learning setting <p>Community service, work experience, or job search and job readiness</p> <ul style="list-style-type: none"> • For assignment of volunteer hours at an early learning setting

How to Count Hours in HVI for Purposes of Work Participation Rate (WPR)

HVI participation in home visiting sessions and/or volunteering in an early learning setting may be counted for WPR. Clients engaged in HVI may meet the definition of work-eligible individuals as described in ACL 18-70, and be included in the TANF sample.

Counting Hours in HVI for WPR	<i>Home Visiting Sessions</i>	<i>Volunteer Hours in an Early Learning Center</i>
Activities Meeting WPR*	Job search and job readiness (Four consecutive weeks, 120 hours, and six weeks total, 180 hours, in a 12-month period)	Community Service, work experience (WEX), or job readiness
Activities Not Meeting WPR <i>(Despite not meeting WPR, counties are encouraged to report all hours of participation)</i>	Work Activities Other Than Those Specified Above	Work Activities Other Than Those Specified Above

*For clients not meeting the core hourly requirement, counties are strongly encouraged to report participation hours in federally reportable activities as "Work Activities Other Than Those Specified Above."

The following page(s) contain the backup material for Agenda Item: [PUBLIC WORKS](#)
Please scroll down to view the backup material.

AGENDA WORKSHEET

Submit completed worksheet to:
Siskiyou County Clerk, 510 N Main St, Yreka, CA

Regular Time Requested: 5 minutes Meeting Date: August 9, 2022

OR

Consent

Contact Person/Department: Kyla Burton, Public Works Phone: 842-8250

Address: 1312 Fairlane Road, Yreka, CA

Person Appearing/Title: Thomas Deany, Director of Public Works

Subject/Summary of Issue:

The Salmon River Restoration Council (SRRC) has completed a fish access and channel restoration project on Hotelling Gulch. The project is located on Cecilville Road approximately 3.5 miles up the South Fork Salmon River and southeast of the town of Forks of Salmon. The project consisted of replacing the existing undersized culvert crossing (fish barrier) with a 22ft. wide by 27ft. long single span, reinforced concreted bridge that will allow for conveyance of 100-year storm event and fish passage. The bridge was designed and constructed to meet Caltrans, CalFire, and Siskiyou County requirements, including meeting standard highway load specification, public contracting codes, and state and federal prevailing wages. The project was funded with grant funds from the California Department of Fish and Wildlife and United States Forest Service. Both CEQA and NEPA was completed and all environmental permits were obtained. The project was developed in partnership with Siskiyou Co. Public Works, USFS and Quincy Engineering. SRRC is now requesting to donate the Hotelling Gulch Bridge to the County of Siskiyou.

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount: \$919,474

Fund: 2103 Description: Road Org.: 301010 Description: _____

Account: 560300 Description: Contributions from others.

Activity Code: _____ Description: _____

Local Preference: YES NO

For Contracts – Explain how vendor was selected:

Additional Information: Donation of a 22ft wide by 27ft. long single span, reinforced concreted bridge on Cecilville Road. over Hotelling Gulch.

Recommended Motion:

Respectfully request the Board of Supervisors to accept the donation of the Hotelling Gulch Bridge valued at \$919,474. In addition, authorize Public Works to add the Hoteling Gulch Bridge (2C-287) to the current bridge inventory and for the County Auditor to include the bridge to the County's capital assets.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) _____ Quantity: _____

Other: _____

SISKIYOU COUNTY DEPARTMENT OF PUBLIC WORKS
No. 20-56-D5F

ENCROACHMENT PERMIT

YREKA, CALIFORNIA

Date 06-24-2020

TO: Salmon River Restoration Council
Melissa Van Scoyoc
P.o Box 1089
Sawyers Bar Ca.
96037
530-462-4655

In compliance with your request of 06-16-20 And subject to all the terms, conditions and restrictions written and printed as General Provisions on the reverse of this form and Specific Provisions listed below and attached. **PERMISSION IS HEREBY GRANTED TO: Work within the county right of way for Bridge construction and channel realignment at mile 3.38 of Cecilville Road at Hoteling Gulch.**

Upon completion and acceptance of the work, the following project deliverables shall be provided to Siskiyou County Public Works.

- Engineering Calculations
- Quantity Calculations
- Geotechnical Foundation Investigation Reports
- Hydraulic Studies
- As-Built Plans
- Bridge Rail Shop Drawings
- Change Orders
- Materials Certificates of Compliance
- Quality Control Test Results
- Acceptance Test Results
- Mill Test Results
- Project Photos
- Materials Certificate Statement from Design Engineer
- Metal Beam Guardrail Installation Checklist

Siskiyou County Public Works shall be notified immediately if the construction of the work within County right-of-way or affecting permanent improvements constructed within the County right-of-way is anticipated to materially change from what has been previously approved."

All work to be done in accordance with the general provisions on the reverse side. This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby. This permit shall be void unless the work herein contemplated shall have been completed on or before 11-30-2020.

SISKIYOU COUNTY
DEPARTMENT OF PUBLIC WORKS
P O BOX 1127
YREKA, CALIFORNIA
842-8250
SCOTT WAITE

Director of Public Works

By *SW*

Encroachment Officer



20-56-DSF

APPLICATION FOR ENCROACHMENT PERMIT

Date June 16 20²⁰ This is an Application only. No work is to be started until a permit is issued



To the Siskiyou County Department Public Works
1312 Fairlane Rd / P.O. Box 1127
Yreka, CA 96097
530-842-8250

To whom it may Concern :

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on County right of way by performing work of the following type: Hotelling Gulch Aquatic Restoration Project

Applicant will describe fully what is proposed using

The applicant will be constructing a project to improve fish passage and perform habitat restoration on Hotelling Gulch. A portion of the project involves replacing an existing, undersized double CMP culvert under the County road with a new bridge including reconstruction of the approach roadways. Quincy Engineering, Inc. designed this project. See attached page for more info.

Work will be performed on/from 7 / 1 / 2020 ^{Date} to 12 / 1 / 2020 ^{Date}

THE WORK SITE MUST BE MARKED WITH CONSPICUOUS STAKES AND FLAGS READILY VISIBLE FROM THE COUNTY ROAD. MARK STAKES SHOULD IDENTIFY OWNER OR APPLICANT. (IF SITE CANNOT BE IDENTIFIED THE PERMIT WILL NOT BE ISSUED).

The work is located on County Road Cecilville Road, Forest Hwy 93 Co. Road # 1C02

Mile Post 3, approx 3 Feet / Miles, North / South / East / West Of the Intersection of
County or Public Roadway Salmon River Road and Cecilville Road

Name or Number

Assessor's No. 033 - 550 - 100 - 000 Township 10 North Range 8 East Sec 28

Detailed plans should be submitted if available, and shall be submitted if requested by the Public Works Director or his representative. This permit is issued in accordance with Section 1460 of the Streets and Highways code and no warranty is made or implied with regard to the ownership of the underlying fee title to the real property involved. Permittee is advised to determine ownership of the real property involved and obtain written permission from the owner to enter onto and occupy said property.

Please Note:

The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the Provisions set forth therein, including the General Provisions on page 2. Upon affixing said signature, applicant agrees to conform and comply with these provisions and requirements.

Contractor

Contractor's Name Hayes and Sons, Inc
Signature [Signature]
License # 515569
Address PO Box 258
City Happy Camp State CA Zip 96039
Phone (530) 493-2679

Owner

Company Name Salmon River Restoration Council
Applicants Name Melissa Van Scoyoc
Applicants Signature [Signature]
Address PO BOX 1089
City Sawyers Bar State CA Zip 96037
Phone (530) 462-4665

11.30.2020

Siskiyou County – Dept. of Public Works - Application for Encroachment Permit Extended Description – Hotelling Gulch Aquatic Restoration Project

The primary purpose of the project is to perform a channel realignment of the lower reach of Hotelling Gulch to restore habitat and improve fish passage within a 5-acre project area on the United States Forest Service (USFS) Salmon/Scott River Ranger District of the Klamath National Forest. Historically, Hotelling Gulch has been highly disturbed by hydraulic mining activity which caused sedimentation and redirected the natural channel. The impacted channel currently crosses Cecilville Road (Siskiyou County Road) through two 36" pipe culverts which pose a fish barrier and are undersized for larger storm flows. Larger flows routinely overtop the road at these culverts causing storm damage to the culverts, road, and roadside ditch drainage system.

This project was developed in partnership with Siskiyou County Dept. of Public Works and USFS. The project was designed by Quincy Engineering, Inc. including Plans, Technical Provisions, and Revised Standard Specifications. As part of the channel improvements, the existing pipe culverts will be replaced by a 27 foot-long reinforced concrete slab bridge supported by diaphragm abutments and spread footings founded on rock. The new bridge will provide adequate hydraulic conveyance, fish passage, and a natural channel bottom. The project will also reconstruct the approach roadways at both bridge ends to raise the profile of the bridge to allow for adequate hydraulic freeboard, install approach guardrail, and improve road drainage features.

The bridge and road construction activities will occur within the footprint of the existing County road and require a County Encroachment Permit. Other activities associated with construction of the new bridge within County right-of-way include minor slope grading, placement of rock slope protection, and placement of erosion control on disturbed areas. Public vehicular traffic will be temporarily detoured to an adjacent bypass road during construction of the new bridge using appropriate signage and traffic flagging, and coordination with the local County Road Department.

The project is funded by grant funding from the California Department of Fish and Wildlife and the United States Fish and Wildlife Service. The project occurs on USFS managed lands. The USFS is the lead NEPA agency and CDFW is the lead CEQA agency. Both NEPA and CEQA have been completed and all other permits have been acquired. The project is being executed and managed by the Salmon River Restoration Council (SRRRC) utilizing a construction contract with Hayes and Sons Inc. At the completion of the project, all permanent improvements constructed within the footprint of Siskiyou County's maintained roadway will become the property and responsibility of Siskiyou County, releasing the SRRRC and USFS from future maintenance responsibilities.

The project is mobilizing for construction this summer with completion prior to the winter rainy season (single season construction). Based on allowable environmental work windows, the first day of construction will be no sooner than July 10th, 2020. Work within 30 feet of active flow is anticipated to be complete by October 15th, 2020 with heavy equipment work completed by October 22nd, 2020, and manual labor completed by November 30th, 2020.

General Provisions

1. **Definition.** This permit is issued under Chapter 5.5 and 6 or Division 2 or the Streets and Highways Code. The term encroachment is used in this permit as defined in Chapter 6 of said code. Except as otherwise provided for public agencies and franchise holders, this permit is revocable at any time.
2. **Acceptance of Provisions.** It is understood and agreed by the Permittee that the doing or any work under this permit shall constitute acceptance of the provisions.
3. **Prior Right.** It is understood and agreed that the County has prior right to the use of its right of way.
4. **Notice prior to starting work.** Before starting work on which an inspector is required, or whenever stated on the face of this permit, the Permittee shall notify the director of Public Works or other designated employee of the Road Department. Such notice shall be given at least three days in advance of the date work is to begin.
5. **Separation from Property Owners.** Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
6. **Keep permit on the work.** This permit shall be kept at the site of the work.
7. **Protection of Traffic.** The Permittee shall cause to be placed, erected, and maintained all warning signals, lights, barricades, signs, and other devices or measure essential to safeguard travel by the general public over and at the site of work authorized herein.
8. **Minimum Interference with Traffic.** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. **Clean up Right of Way.** The Permittee shall, at all times, during the progress of the work keep the highway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the highway in a thoroughly neat, clean, and usable condition.
10. **Storage of Material.** No material shall be stored within eight (8) feet from the edge of pavement or traveled way.
11. **Standards of Construction.** All work shall conform to recognized standards of construction.
12. **Borrow and Waste.** Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.
13. **Supervision.** All the work shall be done subject to the supervision of, and to the satisfaction of the Director of Public Works.
14. **Permittee must provide notice and obtain County approval of any assignments to perform work under this permit.**
15. **Future moving of Installation.** It is understood by the Permittee that whenever construction, reconstruction or maintenance work on highway may require, the installation provide for herein shall, upon request of the Director of Public Works, be immediately moved by, and at the sole expense of the Permittee.
16. **Liability for Damages.** The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part, to perform his obligations under this permit in respect to maintenance. In the event any claim or such liability is made against the County or Siskiyou, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Further, Permittee shall obtain a similar provision in its contract with any contractor to perform the work herein permitted, which indemnification and hold harmless shall include not only the Permittee but also the County of Siskiyou, any department, officer or employee thereof.
17. **Making Repairs.** If the County shall so elect, repairs to paving which has been disturbed shall be made by its employees and the expense thereof shall be borne by the County shall so elect, repairs to paving which has been disturbed shall be made by its employees and the expense thereof shall be borne by the Permittee, who shall purchase and deliver on the highway the materials necessary for said work as directed by the Director of Public Works. All payments to laborers, inspectors, etc. employed by the County for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the Director of Public Works. The County may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.
18. **Care of Drainage.** If the work contemplated shall interfere with the established drainage, ample provisions shall be made by the Permittee to provide for it as may be directed by the Director of Public Works.
19. **Maintenance.** The Permitted agrees to exercise reasonable care to maintain properly this encroachment and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.
20. **Crossing Roadway.** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of culverts used as drainage structures.
21. **Depth of Pipes.** There shall be a minimum of 36 inches of cover over all pipes or conduits.
22. **Backfilling.** All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by ponding or jetting. Back filling material shall comply with Section 14 of the State Standard Specifications.
23. **Main Surface.** The Permitted shall maintain the surface over structures placed hereunder as long as necessary.
24. **Restoration.** All pavement, curb, gutter, sidewalk, borrow, ditches, pipes, head walls, road signs, trees, shrubbery, and/or other permanent road facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.
25. **Responsible.** The County will not be held responsible for any damage to any underground or other facilities, that have been caused during the course of the County's normal maintenance procedures. The County will not assume any responsibility, at any time, should any provisions of this permit not be complied with.
26. **Encroachment.** Pursuant to §1483 all illegal encroachments are subject to fees of \$350 for each day the encroachment continues unremoved.

Note:

Special provisions pertinent to your project will be specified on your permit. Do not start work until you receive your approved permit.



The following page(s) contain the backup material for Agenda Item: [COUNTY ADMINISTRATION - PERSONNEL](#)

Please scroll down to view the backup material.

Agenda Worksheet**Submit completed worksheet to:**

Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: 5 Minutes Meeting Date: August 9, 2022

OR

Consent Contact Person/Department: Melissa Cummins, Deputy CAO – Personnel/Risk Phone: 530.842.8017Address: 1312 Fairlane Road, Suite 1, Yreka, CA 96097Person Appearing/Title: Melissa Cummins, Deputy CAO – Personnel and Risk Management Officer**Subject/Summary of Issue:**

The County Administrator's Office recommends approval of the attached resolutions for the Memorandum of Understanding (MOU) between the County of Siskiyou and Organized Employees of Siskiyou County – Miscellaneous Unit. This MOU supersedes the prior memorandum of understanding.

The following is a summary of the major changes in the new agreement:

- 1) Salary Increases:
 - Range adjustments of a minimum of 6% steps effective September 4, 2022
 - Increase of 3% effective September 3, 2023
 - Increase of 1% effective September 1, 2024
- 2) Standby Pay: Change to \$ 55.00 per day.
- 3) Holiday-in-Lieu: 7% for Communications Dispatch I/II, Senior Communications Dispatcher and Institutional Cook.
- 4) Health & Dental Insurance:
 - Effective October 1, 2022 County will contribute 100% of Region 1 CalPERS Gold Health premium plus 100% of monthly dental premium.
 - Effective plan year 2023 County will contribute 95% of Region 1 CalPERS Gold Health premium plus 95% of monthly dental premium.
 - Effective plan year 2024 County will contribute 90% of Region 1 CalPERS Gold Health premium plus 90% of monthly dental premium.
 - Effective plan year 2025 County will contribute 85% of Region 1 CalPERS Gold Health premium plus 85% of monthly dental premium.
- 5) Vision Insurance: Effective November 2022 the County will provide vision insurance for employees and their families at no cost to the employee.
- 6) Retiree Medical:
 - County will contribute 50% of Region 1 CalPERS Platinum, minus the Minimum Employer Contribution (MEC) for employees hired prior to September 2, 2020 who retire.
 - Employees hired after September 1, 2020 will receive the MEC.
- 7) Retiree Dental:
 - Employees hired prior to January 1, 2022 who retire will receive dental coverage for \$ 25.00 per month.
 - Employees hired after December 31, 2021 who retire will receive dental cover for the employee only at a cost of \$ 25.00 per month.
- 8) Life Insurance: Increase to \$ 50,000 per employee.
- 9) Short Term and Long Term Disability Insurance: Eliminate short term and long-term disability coverage on June 24, 2023.
- 10) Deferred Compensation: Effective 09/14/2025 the County will provide \$ 25.00 per pay period with a match required by the employee.
- 11) Numerous language cleanups to ensure compliance with various regulations.
- 12) Uniform Allowance: Increase to \$ 10.00 per pay period for certain classifications and \$ 44.00 per pay period for Animal Control Officers.
- 13) Term: September 4, 2022 through September 27, 2025.

Financial Impact:

NO	<input type="checkbox"/>	<i>Describe why no financial impact:</i>
YES	<input checked="" type="checkbox"/>	<i>Describe impact by indicating amount budgeted and funding source below</i>
Amount: _____		
Fund:	See Attached	Description: _____ Org.: _____ Description: _____
Account:	_____	Description: _____
Activity Code:	_____	Description: _____
Local Preference: YES <input type="checkbox"/> NO <input type="checkbox"/>		
For Contracts – <i>Explain how vendor was selected:</i>		
Additional Information:		

Recommended Motion:

1. Adopt resolution regarding the Memorandum of Understanding by and between the County of Siskiyou and Organized Employees of Siskiyou County – Miscellaneous Unit effective September 4, 2022.
2. Adopt resolution amending the Siskiyou County Salary Schedule as outlined in the attached resolution.

<p>Reviewed as recommended by policy:</p> <p>County Counsel _____</p> <p>Auditor _____</p> <p>Personnel _____</p> <p>CAO _____</p>	<p>Special Requests:</p> <p>Certified Minute Order(s) Quantity: _____</p> <p>Other: _____</p>
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NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SISKIYOU
ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
WITH THE ORGANIZED EMPLOYEES OF SISKIYOU COUNTY –
MISCELLANEOUS UNIT AND IMPLEMENTING THE PROVISIONS THEREOF**

BE IT RESOLVED that the Siskiyou County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Organized Employees of Siskiyou County – Miscellaneous Unit governing the period commencing September 4, 2022, and ending September 27, 2025, a copy of which is attached hereto and incorporated herein by reference, and

BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above referenced comprehensive Memorandum of Understanding.

DULY PASSED AND ADOPTED this 9th day of August 2022 by the Board of Supervisors of the County of Siskiyou by the following vote:

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

Brandon A. Criss, Chair

ATTEST:
Laura Bynum, County Clerk

By: _____
Deputy

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SISKIYOU

AND

**ORGANIZED EMPLOYEES OF SISKIYOU COUNTY –
MISCELLANEOUS UNIT**



SEPTEMBER 4, 2022 - SEPTEMBER 27, 2025

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Preamble

This agreement between the County of Siskiyou (County) and the Organized Employees of Siskiyou County (OESC) – Miscellaneous Unit, has as its purpose the promotion of harmonious labor relations between the County and OESC, and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1 - Recognition

The County recognizes OESC as the sole and exclusive representative for regular employees in the classifications in Appendix "A" Recognition as amended.

Article 2 - Employee Rights

2.1. Non-Discrimination

The County affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. The County prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, Union membership/non-membership, political affiliation, or military and veteran status or any other basis protected by law.

2.2. Reinstatement

The County agrees that employees reinstated pursuant to County Personnel Policy, Section 6.4, within two (2) years of a resignation in good standing shall have seniority reinstated for purposes of County service for layoffs, leave accruals, salary step placement, etc.

Article 3 - Association Rights

3.1. Association Payroll Deduction

Upon certification from OESC that an employee has signed an authorization for the deduction of dues, the County shall make payroll deductions in an amount determined by OESC. The County shall promptly remit deductions to OESC with a list of dues paying members. The County may transmit payment to OESC through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to OESC. Upon notification from OESC that an employee has canceled membership, the County shall promptly cease dues deductions from the employee's paycheck. The County may only request a copy of a dues authorization card in the event of a dispute. OESC shall hold the County harmless from any and all claims and will

indemnify it against any unreasonable costs in implementing these provisions, and shall indemnify the County for any claims made by the employee for deductions made in

reliance on that certification, in accordance with Government Code §1157.12(a).

3.2. Employee Lists

The County will provide the Association with the name, job title, department, home or personal contact telephone numbers, work and personal email, and home address of new employees within thirty (30) days of hire, and a complete list of all employees every quarter. Employees have the ability to opt out in writing of the disclosure of their home address, home telephone number, personal cellular telephone number and personal email address on file with the employer.

3.3. Employee Orientation

Employees will be allowed thirty (30) minutes to attend a virtual Association orientation scheduled by OESC within sixty (60) days of hire. The employee must notify their supervisor reasonably in advance in order to secure this paid release time. Such time shall not be unreasonably denied.

3.4. Notice of Meet and Confer

The County shall provide notice to the Association President regarding changes in job classifications or policy that fall within the scope of representation under the MMBA. The Association shall have fifteen (15) days to request a meet and confer.

3.5. Bulletin Boards

The Association shall be allowed by a County department in which it represents employees, use of available bulletin board space for communications having to do with official organizational business (meeting notices, etc.). Such use may not interfere with the needs of the department.

All posted notices are subject to County approval (not prior), must have clearly indicated removal dates, and may not contain any inflammatory or derogatory statements.

Article 4 - County Rights

The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct employees; take disciplinary action; relieve employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

4.1. Volunteers/Contracting Out

The County has an existing practice of using volunteers. Should the County intend to significantly expand the use of volunteers and as a result cause the displacement of employees, the County will so notice the Association and upon request, meet and confer with the Association on the impact of the expanded volunteer use.

In those instances where the County elects to contract out or has elected to contract out such work, activities, or services as determined to be in the County's best interest, and which do not displace any current, represented employee(s) the County shall not be obligated to provide any notice or any information to the Association. The County reserves the right to contract out at its sole discretion.

Article 5 - Wages

5.1. Salary Schedule

The salary schedule consists of six (6) steps, with five percent (5.0%) between steps one (1) through five (5), and two and a half percent (2.5%) between steps five (5) and six (6). The salary schedules are attached as Appendix "B" Salary Schedule.

Effective September 1, 2024, the salary schedule will consist of seven (7) steps, with five percent (5.0%) between steps one (1) through five (5), and two and a half percent (2.5%) between steps five (5) through seven (7). The salary schedules are attached as Appendix "B" Salary Schedule.

5.2. Step Advancement

Employees automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to "Unacceptable" or "needs improvement."

5.3. Work Periods

The standard work period is a seven (7) day period beginning on Sunday at 12:01 a.m. and continuing to Saturday at 12:00 a.m. (midnight).

5.4. Salary Increases

Effective September 4, 2022, the following range adjustments shall be made:

Accountant/Auditor II	IG041	Air Pollution Specialist I	IG039
Accountant/Auditor III	IG054	Air Pollution Specialist II	IG047
Accounting Specialist	IG036	Animal Control Officer	IG017
Administrative Support Assistant	IG007	Animal Shelter Coordinator	IG007
Agriculture & Standards Technician I	IG022	Animal Shelter Technician	IG007
Agriculture & Standards Technician II	IG036	Assessor-Recorder Technician	IG015

Assistant Planner	IG036	Community Service Officer	IG012
Associate Planner	IG045	Cooperative Extension Coordinator	IG017
Behavioral Health Services Specialist I	IG022	County Trapper	IG036
Behavioral Health Services Specialist II	IG036	Crime Analyst	IG036
Behavioral Health Clinician I	IG036	Criminal Records Technician I	IG007
Behavioral Health Services Crisis Worker I	IG041	Criminal Records Technician II	IG012
Behavioral Health Services Crisis Worker II	IG052	District Attorney Investigative Technician	IG039
Behavioral Health Services Peer Specialist	IG012	Driver	IG007
Building Inspector I	IG031	Elections/Board Clerk I	IG007
Building Inspector II	IG041	Elections/Board Clerk II	IG012
Building Inspector III	IG062	Eligibility Worker I	IG022
Building Maintenance Worker I	IG007	Eligibility Worker II	IG029
Building Maintenance Worker II	IG017	Eligibility Worker III	IG036
Building Maintenance Worker III	IG025	Eligibility/Social Service Assistant I	IG007
Bus Driver	IG012	Eligibility/Social Service Assistant II	IG012
Cadastral Mapping Technician	IG012	Eligibility/Social Service Assistant III	IG020
Certified AOD Counselor I	IG034	Employment & Training Worker I	IG022
Certified AOD Counselor II	IG039	Employment & Training Worker II	IG029
Chief Animal Control Officer	IG031	Employment & Training Worker III	IG036
Child Support Specialist I	IG017	Engineering Technician I	IG027
Child Support Specialist II	IG025	Engineering Technician II	IG041
Child Support Specialist III	IG031	Engineering Technician III	IG050
Civil Engineer Assistant	IG074	Evidence/Property Coordinator	IG039
Civil Service Coordinator	IG031	Executive Secretary	IG027
Code Enforcement Officer	IG045	Fiscal Assistant	IG007
Communications Dispatch I	IG022	Fiscal Technician I	IG017
Communications Dispatch II	IG037	Fiscal Technician II	IG025
Community Outreach Coordinator I	IG022	Fiscal Technician III	IG031
Community Outreach Coordinator II	IG027	Fleet Coordinator/Information System Specialist	IG036

Forensic Technician	IG034	Senior Assessor-Recorder Technician	IG030
Geographic Information System Specialist	IG054	Senior Bus Driver	IG017
Health Assistant	IG012	Senior Cadastral Mapping Technician	IG027
Health Educator	IG067	Senior Communications Dispatcher	IG046
Health Information Assistant	IG017	Senior Forensic Technician	IG043
Health Navigator	IG012	Senior Legal Secretary	IG017
Health Support Assistant	IG007	Social Worker Assistant	IG016
Information System Specialist I	IG036	Social Worker I	IG030
Information System Specialist II	IG045	Social Worker II	IG038
Information System Specialist III	IG054	Social Worker III	IG045
Information System Specialist IV	IG062	Staff Services Analyst I	IG036
Information Systems Technician	IG027	Staff Services Analyst II	IG043
Institutional Cook	IG007	Support Services Technician	IG012
Legal Office Coordinator	IG036	Tax Collection Technician	IG027
Legal Secretary	IG010	Transportation Analyst II	IG025
Library Technician	IG010	Transportation Services Coordinator	IG045
Natural Resources Specialist	IG045	Treasury/Tax Collector Specialist I	IG041
Nutrition Assistant	IG012	Treasury/Tax Collector Specialist II	IG054
Nutrition/Lactation Coordinator	IG034	Vegetation Control Specialist	IG007
Nutrition Support Assistant	IG007	Veterans Services Officer	IG015
Patient Rights Advocate/Health Assistant	IG025	Veterans Services Representative I	IG007
Permit Technician	IG020	Victim/Witness Advocate I	IG017
Probation Aide	IG017	Victim/Witness Advocate II	IG025
Program Coordinator – Behavioral Health Services	IG045	Welfare Investigator I	IG039
Secretary	IG017	Welfare Investigator II	IG047

Effective September 3, 2023, all classifications shall receive a three percent (3.0%) salary increase.

Effective September 1, 2024, all classifications shall receive a one percent (1.0%) salary increase.

5.5. Overtime

Hours worked in excess of forty (40) hours per workweek will be considered overtime. Overtime are paid at one and one-half (1.5) times the employee's regular rate of pay. Employees may elect with approval of management to receive Compensatory Time Off (CTO) rather than payment. Employees may accrue a maximum of one hundred (100) hours of CTO. Employees in the classifications of Agriculture and Standards Technician and County Trapper, pursuant to the Fair Labor Standards Act, accrue a maximum of two hundred and forty (240) hours of CTO. On the final paycheck in December all CTO hours in excess of one hundred (100) hours shall be paid to the employee. CTO may be taken by an employee upon the reasonable advance request of the employee, with the approval of the department head or designee based on the needs of the department.

5.6. Standby Pay

An employee who is assigned to be on standby will receive fifty-five dollars (\$55.00) per standby shift. While on standby, employees will remain within fifteen (15) minutes of their residence or at a location approved by their Department Head or designee and be able to respond to duty within fifteen (15) minutes of being called to work.

5.7. Callback Pay

An employee who is called back and physically returns to work will receive either a minimum of three (3) hours at the overtime rate, or if the hours are contiguous to their normal work shift, the actual hours worked at the applicable rate of pay.

Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes at the overtime rate per incident or actual time worked, whichever is greater.

Article 6 - Other Pays

6.1. Bilingual Pay

Employees who are routinely and consistently required to speak a language other than English, and who are able to do so fluently will receive bilingual premium in the amount of five percent (5.0%) of their base hourly rate of pay.

6.2. Shift Differential

Employees assigned to a scheduled shift where at least fifty percent (50.0%) of the shift is between 4:00 pm and 6:00 am will receive two and one-half percent (2.5%) of their base hourly rate of pay for the entire shift.

6.3. Work Out of Class

Employees assigned by their Department Head to work in a higher classification due to the extended absence (ten (10) consecutive work days) of the incumbent shall receive out of class pay in the amount of five percent (5.0%) of the employee's base rate of pay, or step one (1) of the new classification, whichever is greater.

6.4. Recovery Time

Employees who respond to after-hour emergencies, who spend three (3) hours or more, may use up to four (4) hours of recovery time. An employee who wishes to use recovery time must use vacation or CTO and must have approval of their supervisor in advance. The denial of recovery time is not subject to the grievance procedure.

6.5. License/Certification Fees

The County pays employees or state agency for County-required professional license fees (required to obtain state licensure) or other fees associated with obtaining or renewing state licensure.

The County reimbursement/payment shall cover license/certifications required by the County or the State. Optional or extra certifications requested to be covered may only be covered at the discretion of the Department Head in consultation with the Deputy County Administrator – Personnel and Risk Management Officer.

If employee's state licensure or credentials require continuing education units (CEU's) in order to maintain currently/active status, the County will reimburse the employee or pay directly for the cost of such CEU's upon submission of proof of a passing grade.

Article 7 - Flexibly Staffed Classifications

Flexible staffing is used to designate classifications in a promotional series in which both the entry and journey level classes are assigned the same kinds of duties, the difference being the range of duties performed, the level of skill required, and the amount of supervision received.

Eligibility requirements include: the employee must have successfully completed the probationary period for the entry-level classification, have completed the time in the current classification as required for advancement to the higher level positions, and meets the minimum experience qualifications in the classification specification for the higher level classification. Experience within and outside County employment may be used.

The employee must be currently assigned the full range of duties associated with the higher-level classification and demonstrating the potential to succeed at this level.

Employees will be flexed to the next highest class in the series as soon as they are eligible, unless Personnel is previously notified that the employee does not meet the above criteria.

Article 8 - Leaves

8.1. Sick Leave

Employees will accrue sick leave at the rate of three and seven-tenths (3.7) hours per pay period. Part-time employees will accrue sick leave on a pro-rated basis.

Employees may use up to forty eight (48) hours annually for the care of an immediate family member. "Family Member" is defined as a parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

Upon retirement employees may convert unused sick leave towards CalPERS service credit.

Employees with five (5) or more years of continuous service, upon death or retirement may receive thirty-three and one-third percent (33 1/3%) of the monetary value of their accrued and unused sick leave in excess of ninety-six (96) hours with a maximum payout of \$1,500.00.

8.2. Vacation

Employees with less than five (5) years of continuous employment will accrue 3.08 hours of vacation leave per pay period.

Employees with five (5) years but less than ten (10) years of continuous employment will accrue 4.62 hours of vacation leave per pay period.

Employees with ten (10) or more years of continuous employment will accrue 6.16 hours of vacation per pay period.

The maximum vacation accrual is 312 hours. Employees will be allowed to accrue above their vacation accrual limits during the calendar year. Employees who, on the first full pay period in January of any year, extend the vacation maximum of 312 hours, will not accrue additional vacation hours until the vacation balance is reduced to the limit allowed.

8.3. Holidays

The County observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Employees who are on a flexible schedule must use vacation or CTO to augment the normal eight (8) hour shift on a holiday, or work the additional hour(s) during the same week. Employees who are required by their Department Head or designee to work an alternate work schedule will receive holiday pay for their scheduled shift.

8.4. Holiday-in-Lieu

Employees in the classifications of Communications Dispatch I and II, Senior Communications Dispatcher, and Institutional Cook are in positions that are scheduled to work without regard for the holidays listed above. Employees receive holiday-in-lieu in the amount of seven percent (7.0%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

8.5. Treasurer-Tax Collector's Paid Holidays

Employees working in the Treasurer-Tax Collector's office who are designated by the Treasurer-Tax Collector to perform specific Treasury duties and who are required to work on County designated holidays for fraud protection purposes when the County's bank is required to remain open, shall receive comp time at the time-and-one-half. These employee(s) are typically required to work are Cesar Chavez Day, the Friday after Thanksgiving, and the day after Christmas.

Article 9 - Health and Welfare

9.1. Health Insurance

Medical Insurance – The County contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Program.

Effective October 1, 2022, the County will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 100% of the Region 1 CalPERS Gold health plan plus 100% of the dental premium.

Effective plan year 2023, the County will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 95% of the Region 1 CalPERS Gold health plan plus 95% of the dental premium.

Effective plan year 2024, the County will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 90% of the Region 1 CalPERS Gold health plan plus 90% of the dental premium.

Effective plan year 2025, the County will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 85% of the Region 1 CalPERS Gold health plan plus 85% of the dental premium.

9.2. Vision Insurance

Effective November 2022 the County provides vision insurance for employees and their dependents.

9.3. Retiree Insurance

Employees hired prior to September 2, 2020, who maintain medical insurance through the County will receive reimbursement of insurance from the Auditors Office equal to one half of employee only CalPERS Region 1 Platinum premium minus the Minimum Employer Contribution.

Employees hired prior to January 1, 2022, who retire from the County may maintain dental insurance at a cost to the retiree of twenty-five dollars (\$25.00) per month.

Employees hired after December 31, 2021, who retire from the County may maintain dental insurance for the employee only at a cost of twenty-five dollars (\$25.00) per month.

9.4. Life Insurance

Effective November 2022 the County provides employees a \$50,000 life insurance policy.

9.5. Disability Insurance

The County will discontinue providing employees with short term and long-term disability insurance at midnight on June 24, 2023.

Article 10 - CalPERS Retirement

Employees hired prior to November 2, 2012, will receive the 2% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution, on a pre-tax basis.

Employees hired after November 1, 2012, who are not classified as a new member will receive the 2% at 60 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution, on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as a new member will receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All safety retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Military Service Credit
- Non-Industrial Disability Standard
- Post-Retirement Death Benefits: \$500.00 Lump Sum
- 2% Retirement COLA

Article 11 - Miscellaneous

11.1. Tuition Reimbursement

Employees will be reimbursed for the cost of books and tuition for pre-approved classes, courses, seminars, and conferences which would enhance their job skills or qualifications for promotion or transfer, up to a maximum of \$500.00 per fiscal year. To be eligible for reimbursement, classes must be attended outside of the employee's normal working hours.

11.2. Uniform Allowance

Employees in the classifications of Animal Control Technician, Animal Shelter Coordinator, Bus Driver, Communications Dispatcher, Civil Processor, Criminal Records Technician I/II, Fiscal Technician assigned to the Civil/Training Division, and Senior Communication Dispatcher will receive ten dollars (\$10.00) per pay period for the purchase and maintenance of required uniforms.

Employees in the classifications of Animal Control Officer will receive forty-four dollars (\$44.00) per pay period for the purchase and maintenance of required uniforms.

11.3. Commercial Driver's License

County reimburses employees up to \$125.00 for the costs associated with a medical exam in order to maintain a commercial drivers' license or the County will pay for a medical exam for an employee to maintain a commercial license directly to the medical provider if the medical exam is conducted with a provider that has an established contract with the County.

County reimburses employees the additional costs of a Class A or B Driver's License for any classification required to maintain such commercial drivers' licenses, including any Departmental required endorsements, such as Hazardous Materials, etc. and for other classifications as determined by the Department Head to need such license or endorsement.

11.4. Blood Bank Donations

Employees are allowed to donate blood during work hours, limited to a maximum of two (2) hours per donation and eight (8) hours per calendar year.

Article 12 - Deferred Compensation

Effective September 14, 2025, the County will match twenty-five dollars (\$25.00) per pay period to the employee's designated deferred compensation program.

Article 13 - Grievance Procedure

The purpose of these procedures is to afford employees simple means of obtaining consideration of their grievance by informal means at the department head level and review of the department head's decision without the use of legalistic forms and procedures.

A grievance may be filed if a management interpretation or application of a law, ordinance, resolution, regulation, or rule adversely affects the employee's wage, hours, or conditions of employment.

Excluded from the grievance procedure are performance evaluations and actions of the Board of Supervisors. This is not intended to limit the right of any employee or employee representative to approach the Board of Supervisors on any matter.

13.1. Procedural Steps

All grievances or complaints shall be filed on a form provided by the Deputy County Administrator – Personnel and Risk Manager under the following procedure:

a. Step 1: Immediate Supervisor

Each employee believing, he or she has a grievance, before filing the same in writing, shall discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance must be discussed with the immediate supervisor within fifteen (15) working days of the situation giving rise to the grievance or from the date the employee should reasonably have expected to know of the situation giving rise to the grievance.

If the grievance has not been resolved at the immediate supervisor level within ten (10) working days after the discussion, the grievance may be submitted to the next management level.

b. Step 2: Appointing Authority/Department Head

If the grievance is not resolved under Step 1, it may be submitted to the appointing authority/department head. The grievance shall be submitted within fifteen (15) working days after the verbal decision of Step 1. Within five (5) working days after

submission, the employee shall meet with the appointing authority or a designated representative, and within ten (10) working days after said meeting a written decision shall be delivered to the employee.

c. Step 3: County Grievance Panel

If the grievance is not resolved under Step 2, it may be submitted to a County Mediation Panel within ten (10) working days of the employee's receipt of the above decision. The panel will consist of the County Administrator or their designee and the Deputy County Administrator – Personnel and Risk Manager or their designee and two (2) representatives of the employee association. Within ten (10) working days after submission, the employee shall meet with the Mediation Panel and within five (5) working days after said meeting a written recommendation shall be delivered to the Deputy County Administrator – Personnel and Risk Manager. The Deputy County Administrator – Personnel and Risk Manager shall provide the employee and the appointing authority a written decision within five (5) working days after receiving the Panel's recommendation.

d. Step 4: State Mediation

If the grievance is not resolved under Step 2/3, it shall be submitted to Personnel. Within five (5) working days after receipt the Deputy County Administrator – Personnel and Risk Manager shall contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the soonest possible date.

e. Step 5: Board of Supervisors

If the grievance is not resolved under Step 4, it may be appealed to the Board of Supervisors. Such appeal shall be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days from the time a decision was rendered in Step 4. The Clerk of the Board of Supervisors shall advise the Board of the grievance appeal within fifteen (15) working days. As soon as practicable thereafter, the Board of Supervisors shall hear the grievance in accordance with the rules for hearing established by the Board and make a written decision which shall be binding on all parties involved.

If an employee does not appeal the decision rendered regarding the grievance within the time limits, the grievance shall be considered resolved.

If a County representative does not render a decision to the employee within the time limitations, the employee may, within five (5) working days thereafter, appeal to the next step in the procedure.

If the management representative does not feel they have the authority to resolve the grievance, the grievance may be referred to the next step in the procedure.

The Deputy County Administrator – Personnel and Risk Management Officer may temporarily suspend the grievance processing on a unit, division, department, or county-wide basis in an emergency situation. If OESC has a grievance suspended, OESC may appeal to the Board of Supervisors.

By agreement in writing, the parties may extend any and all time limitations of this procedure.

A grievance resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

A grievance may be withdrawn by the grievant at any time, in writing, without prejudice.

Upon consent of the person hearing the grievance and the grievant, a petition may be re-submitted to a lower step in the procedure for reconsideration.

This provision will supersede the grievance language in the Employer-Employee relations policy.

Article 14 - Layoffs

14.1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the County deems sufficient for abolishing the position(s).

14.2. Layoff Procedure

When a reduction in work force becomes necessary, layoff(s) shall be accomplished by first determining the number of positions within each class that shall be reduced. Layoffs shall be determined by classification seniority, which is defined by time in class plus higher class within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

14.3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the last mailing address as furnished by the laid off employee. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. This recall notice shall be by certified mail and the employee shall have twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees shall be required to report to work within forty-five (45) days of the postmark date on the recall notice. Employees shall be allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 15 - Concerted Activities

OESC agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of the Employer, nor to curtail any work or restrict any production, or interfere with any operation of the County. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of the Memorandum of Understanding. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

The County agrees not to lock out employees.

In the event of any work stoppage during the term of this Memorandum of Understanding, whether by OESC or any employee, OESC through its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the Employer. If in the event of any work stoppage OESC promptly and in good faith performs the obligations of this paragraph, providing the Association has not otherwise authorized, permitted or encourages such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the Employer shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the Employer shall also have the right to seek full legal redress, including damages, against any employee.

It is understood that employees so disciplined retain appeal rights under the County's Employer Employee Relations policies and California law.

Article 16 - Personnel Files

The County maintains one official personnel file for each employee. Employees have the right to inspect their personnel files, and may do so by scheduling review with the Deputy County Administrator – Personnel and Risk Manager during regular business hours of the County. No adverse comment will be entered into the employee's personnel file without the employee first receiving a copy of the document and the opportunity to read and sign the document except the document may be entered into the file if the employee refuses to sign the document, which shall be so noted.

The employee has the right to submit a rebuttal to any information being entered into their personnel file within thirty (30) days.

If the employee wishes to have a representative review their personnel file, the employee will provide the County written authorization.

Article 17 - Employee Performance Evaluations

Employees shall be reevaluated at least once a year. A formal evaluation shall be completed for each permanent employee and usually immediately prior to their anniversary date (step increase date).

Probationary employees shall be rated at least twice during the probationary period, once at mid-point and again prior to the completion of the employee's probationary period.

Other performance evaluations may be required under special circumstances.

Article 18 - Probationary Period

New employees will serve a one (1) year probationary period. Employees who promote within their classification series will serve a six (6) month probationary period. Employees who promote or transfer out of their classification series will serve a one (1) year probationary period.

Article 19 - Mediation and Appeal of Disciplinary Matters

An employee may submit a disciplinary appeal to a voluntary, non-binding, advisory mediation step, utilizing the State Mediation and Conciliation Service, prior to submission to the Board of Supervisors. The initial appeal of disciplinary action is a 15-day appeal deadline.

Article 20 - Effect of Prior Memorandums of Understanding

This Memorandum of Understanding supersedes and replaces all prior Memorandums of Understanding, side letters, personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights.

Article 21 - Severability

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall be in full force and effect.

Article 22 - Term

This Memorandum of Understanding shall be effective as of September 4, 2022 and remain in full force and effect until September 27, 2025.

SIGNATURES ON FOLLOWING PAGE

Date: 8/1/2022 _____

Date: 7/29/2022 _____

County of Siskiyou

DocuSigned by:

Angela Davis

F2688EA8968C43D...

Angela Davis

County Administrative Officer

DocuSigned by:

Michael Jarvis

4790A6511664490...

Michael W. Jarvis

Liebert Cassidy Whitmore

DocuSigned by:

Melissa Cummins

C12D5E73E82D4F2...

Melissa Cummins

Deputy County Administrator
Personnel and Risk Management Officer

OESC

DocuSigned by:

Christine M. Gannon

ABE8AA21CB9D462...

Christine Gannon

President

DocuSigned by:

Jenna Gabriel-Faris

4642412FA5A5456...

Jenna Gabriel-Faris

Vice President

DocuSigned by:

Matt Rokes

B1338830A4C452...

Matt Rokes

Goyette, Ruano & Thompson, Inc.

Appendix "A" Recognition

Accountant/Auditor II	Cooperative Extension Coordinator
Accountant/Auditor III	County Trapper
Accounting Specialist	Crime Analyst
Administrative Support Assistant	Criminal Records Technician I
Agriculture & Standards Technician I	Crimination Records Technician II
Agriculture & Standards Technician II	District Attorney Investigative Technician
Air Pollution Specialist I	Driver
Air Pollution Specialist II	Elections/Board Clerk I
Animal Control Officer	Elections/Board Clerk II
Animal Shelter Coordinator	Eligibility Worker I
Animal Shelter Technician	Eligibility Worker II
Assessor Recorder Technician	Eligibility Worker III
Assistant Planner	Eligibility/Social Services Assistant I
Associate Planner	Eligibility/Social Services Assistant II
Behavioral Health Services Specialist I	Eligibility/Social Services Assistant III
Behavioral Health Services Specialist II	Employment & Training Worker I
Behavioral Health Clinician I	Employment & Training Worker II
Behavioral Health Services Crisis Worker I	Employment & Training Worker III
Behavioral Health Services Crisis Worker II	Engineering Technician I
Behavioral Health Services Peer Specialist	Engineering Technician II
Building Inspector I	Engineering Technician III
Building Inspector II	Evidence Property Coordinator
Building Inspector III	Executive Secretary
Building Maintenance Worker I	Fiscal Assistant
Building Maintenance Worker II	Fiscal Technician I
Building Maintenance Worker III	Fiscal Technician II
Bus Driver	Fiscal Technician III
Cadastral Mapping Technician	Fleet Coordinator/Information System Specialist
Certified AOD Counselor I	Forensic Technician
Certified AOD Counselor II	Geographic Information System Specialist
Chief Animal Control Officer	Health Assistant
Child Support Specialist I	Health Educator
Child Support Specialist II	Health Information Assistant
Child Support Specialist III	Health Navigator
Civil Engineer Assistant	Health Support Assistant
Civil Service Coordinator	Information System Specialist I
Code Enforcement Officer	Information System Specialist II
Communication Dispatch I	Information System Specialist III
Communication Dispatch II	Information System Specialist IV
Community Outreach Coordinator I	Information System Technician
Community Outreach Coordinator II	Institutional Cook
Community Service Officer	Legal Office Coordinator

Legal Secretary
Library Technician
Natural Resources Specialist
Nutrition Assistant
Nutrition/Lactation Coordinator
Nutrition Support Assistant
Patient Rights Advocate/Health
Assistant
Permit Technician
Probation Aide
Program Coordinator – Behavioral
Health Services
Secretary
Senior Assessor – Recorder Technician
Senior Bus Driver
Senior Cadastral Mapping Technician
Senior Communications Dispatcher
Senior Forensic Technician
Senior Legal Secretary
Social Worker Assistant

Social Worker I
Social Worker II
Social Worker III
Staff Services Analyst I
Staff Services Analyst II
Support Services Technician
Tax Collection Technician
Transportation Analyst II
Transportation Services Coordinator
Treasury/Tax Collector Specialist I
Treasury/Tax Collector Specialist II
Vegetation Control Specialist
Veterans Services Officer
Veterans Services Representative I
Victim/Witness Advocate I
Victim/Witness Advocate II
Welfare Investigator I
Welfare Investigator II

Appendix "B" Salary Range

Salary Schedule Through September 3 ,2022						
Range	Step1	Step2	Step3	Step4	Step5	Step6
IG030	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24	\$18.70
IG031	\$15.33	\$16.11	\$16.92	\$17.77	\$18.65	\$19.11
IG032	\$15.72	\$16.54	\$17.35	\$18.22	\$19.11	\$19.59
IG033	\$16.11	\$16.92	\$17.77	\$18.65	\$19.59	\$20.08
IG034	\$16.54	\$17.35	\$18.22	\$19.11	\$20.08	\$20.59
IG035	\$16.92	\$17.77	\$18.65	\$19.59	\$20.58	\$21.09
IG036	\$17.35	\$18.22	\$19.11	\$20.08	\$21.08	\$21.61
IG037	\$17.77	\$18.65	\$19.59	\$20.58	\$21.59	\$22.14
IG038	\$18.22	\$19.11	\$20.08	\$21.08	\$22.15	\$22.68
IG039	\$18.55	\$19.49	\$20.49	\$21.49	\$22.57	\$23.14
IG040	\$19.02	\$19.98	\$20.99	\$22.05	\$23.15	\$23.72
IG041	\$19.49	\$20.49	\$21.49	\$22.57	\$23.68	\$24.28
IG042	\$19.98	\$20.99	\$22.05	\$23.15	\$24.29	\$24.90
IG043	\$20.49	\$21.49	\$22.57	\$23.68	\$24.87	\$25.50
IG044	\$20.99	\$22.05	\$23.15	\$24.29	\$25.50	\$26.13
IG045	\$21.49	\$22.57	\$23.68	\$24.87	\$26.13	\$26.79
IG046	\$21.73	\$22.81	\$23.93	\$25.13	\$26.38	\$27.05
IG047	\$22.24	\$23.34	\$24.50	\$25.74	\$27.04	\$27.71
IG048	\$22.81	\$23.93	\$25.13	\$26.38	\$27.70	\$28.39
IG049	\$23.34	\$24.50	\$25.74	\$27.04	\$28.38	\$29.09
IG050	\$23.93	\$25.13	\$26.38	\$27.70	\$29.11	\$29.84
IG053	\$25.74	\$27.04	\$28.38	\$29.80	\$31.28	\$32.06
IG055	\$27.04	\$28.41	\$29.84	\$31.28	\$32.84	\$33.66
IG058	\$29.11	\$30.57	\$32.10	\$33.70	\$35.39	\$36.28
IG130	\$16.26	\$17.12	\$18.00	\$18.91	\$19.86	\$20.34
IG136	\$18.82	\$19.76	\$20.71	\$21.79	\$22.85	\$23.42
IG139	\$20.24	\$21.26	\$22.31	\$23.40	\$24.57	\$25.20
IG142	\$21.79	\$22.85	\$23.99	\$25.23	\$26.46	\$27.12
IG143	\$17.415	\$18.286	\$19.200	\$20.160	\$21.168	\$21.697
IG144	\$20.217	\$21.228	\$22.289	\$23.403	\$24.573	\$25.187
IG145	\$22.110	\$23.216	\$24.377	\$25.596	\$26.876	\$27.548

Salary Schedule Effective September 4, 2022						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
IG007	\$15.924	\$16.720	\$17.556	\$18.434	\$19.356	\$19.840
IG010	\$16.406	\$17.226	\$18.087	\$18.991	\$19.941	\$20.440
IG012	\$16.736	\$17.573	\$18.452	\$19.375	\$20.344	\$20.853
IG015	\$17.243	\$18.105	\$19.010	\$19.961	\$20.959	\$21.483
IG016	\$17.415	\$18.286	\$19.200	\$20.160	\$21.168	\$21.697
IG017	\$17.589	\$18.468	\$19.391	\$20.361	\$21.379	\$21.913
IG020	\$18.122	\$19.028	\$19.979	\$20.978	\$22.027	\$22.578
IG022	\$18.486	\$19.410	\$20.381	\$21.400	\$22.470	\$23.032
IG025	\$19.047	\$19.999	\$20.999	\$22.049	\$23.151	\$23.730
IG027	\$19.429	\$20.400	\$21.420	\$22.491	\$23.616	\$24.206
IG029	\$19.819	\$20.810	\$21.851	\$22.944	\$24.091	\$24.693
IG030	\$20.017	\$21.018	\$22.069	\$23.172	\$24.331	\$24.939
IG031	\$20.217	\$21.228	\$22.289	\$23.403	\$24.573	\$25.187
IG034	\$20.829	\$21.870	\$22.964	\$24.112	\$25.318	\$25.951
IG036	\$21.247	\$22.309	\$23.424	\$24.595	\$25.825	\$26.471
IG037	\$21.459	\$22.532	\$23.659	\$24.842	\$26.084	\$26.736
IG038	\$21.674	\$22.758	\$23.896	\$25.091	\$26.346	\$27.005
IG039	\$21.891	\$22.986	\$24.135	\$25.342	\$26.609	\$27.274
IG041	\$22.331	\$23.448	\$24.620	\$25.851	\$27.144	\$27.823
IG042	\$22.554	\$23.682	\$24.866	\$26.109	\$27.414	\$28.099
IG043	\$22.780	\$23.919	\$25.115	\$26.371	\$27.690	\$28.382
IG044	\$23.008	\$24.158	\$25.366	\$26.634	\$27.966	\$28.665
IG045	\$23.238	\$24.400	\$25.620	\$26.901	\$28.246	\$28.952
IG046	\$23.470	\$24.644	\$25.876	\$27.170	\$28.529	\$29.242
IG047	\$23.705	\$24.890	\$26.135	\$27.442	\$28.814	\$29.534
IG050	\$24.423	\$25.644	\$26.926	\$28.272	\$29.686	\$30.428
IG052	\$24.914	\$26.160	\$27.468	\$28.841	\$30.283	\$31.040
IG054	\$25.415	\$26.686	\$28.020	\$29.421	\$30.892	\$31.664
IG062	\$27.520	\$28.896	\$30.341	\$31.858	\$33.451	\$34.287
IG067	\$28.924	\$30.370	\$31.889	\$33.483	\$35.157	\$36.036
IG074	\$31.010	\$32.561	\$34.189	\$35.898	\$37.693	\$38.635

Salary Schedule Effective September 3, 2023						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
IG007	\$16.401	\$17.221	\$18.082	\$18.986	\$19.935	\$20.433
IG010	\$16.898	\$17.743	\$18.630	\$19.562	\$20.540	\$21.054
IG012	\$17.238	\$18.100	\$19.005	\$19.955	\$20.953	\$21.477
IG015	\$17.760	\$18.648	\$19.580	\$20.559	\$21.587	\$22.127
IG016	\$17.938	\$18.835	\$19.777	\$20.766	\$21.804	\$22.349
IG017	\$18.117	\$19.023	\$19.974	\$20.973	\$22.022	\$22.573
IG020	\$18.666	\$19.599	\$20.579	\$21.608	\$22.688	\$23.255
IG022	\$19.042	\$19.994	\$20.994	\$22.044	\$23.146	\$23.725
IG025	\$19.618	\$20.599	\$21.629	\$22.710	\$23.846	\$24.442
IG027	\$20.012	\$21.013	\$22.064	\$23.167	\$24.325	\$24.933
IG029	\$20.414	\$21.435	\$22.507	\$23.632	\$24.814	\$25.434
IG030	\$20.618	\$21.649	\$22.731	\$23.868	\$25.061	\$25.688
IG031	\$20.824	\$21.865	\$22.958	\$24.106	\$25.311	\$25.944
IG034	\$21.454	\$22.527	\$23.653	\$24.836	\$26.078	\$26.730
IG036	\$21.886	\$22.980	\$24.129	\$25.335	\$26.602	\$27.267
IG037	\$22.105	\$23.210	\$24.371	\$25.590	\$26.870	\$27.542
IG038	\$22.326	\$23.442	\$24.614	\$25.845	\$27.137	\$27.815
IG039	\$22.549	\$23.676	\$24.860	\$26.103	\$27.408	\$28.093
IG041	\$23.002	\$24.152	\$25.360	\$26.628	\$27.959	\$28.658
IG042	\$23.232	\$24.394	\$25.614	\$26.895	\$28.240	\$28.946
IG043	\$23.464	\$24.637	\$25.869	\$27.162	\$28.520	\$29.233
IG044	\$23.699	\$24.884	\$26.128	\$27.434	\$28.806	\$29.526
IG045	\$23.936	\$25.133	\$26.390	\$27.710	\$29.096	\$29.823
IG046	\$24.175	\$25.384	\$26.653	\$27.986	\$29.385	\$30.120
IG047	\$24.417	\$25.638	\$26.920	\$28.266	\$29.679	\$30.421
IG050	\$25.157	\$26.415	\$27.736	\$29.123	\$30.579	\$31.343
IG052	\$25.663	\$26.946	\$28.293	\$29.708	\$31.193	\$31.973
IG054	\$26.179	\$27.488	\$28.862	\$30.305	\$31.820	\$32.616
IG062	\$28.348	\$29.765	\$31.253	\$32.816	\$34.457	\$35.318
IG068	\$30.091	\$31.596	\$33.176	\$34.835	\$36.577	\$37.491
IG074	\$31.942	\$33.539	\$35.216	\$36.977	\$38.826	\$39.797

Salary Schedule Effective September 1, 2024							
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
IG007	\$16.565	\$17.393	\$18.263	\$19.176	\$20.135	\$20.638	\$21.154
IG010	\$17.067	\$17.920	\$18.816	\$19.757	\$20.745	\$21.264	\$21.796
IG012	\$17.410	\$18.281	\$19.195	\$20.155	\$21.163	\$21.692	\$22.234
IG015	\$17.938	\$18.835	\$19.777	\$20.766	\$21.804	\$22.349	\$22.908
IG016	\$18.117	\$19.023	\$19.974	\$20.973	\$22.022	\$22.573	\$23.137
IG017	\$18.298	\$19.213	\$20.174	\$21.183	\$22.242	\$22.798	\$23.368
IG020	\$18.853	\$19.796	\$20.786	\$21.825	\$22.916	\$23.489	\$24.076
IG022	\$19.232	\$20.194	\$21.204	\$22.264	\$23.377	\$23.961	\$24.560
IG025	\$19.814	\$20.805	\$21.845	\$22.937	\$24.084	\$24.686	\$25.303
IG027	\$20.212	\$21.223	\$22.284	\$23.398	\$24.568	\$25.182	\$25.812
IG029	\$20.618	\$21.649	\$22.731	\$23.868	\$25.061	\$25.688	\$26.330
IG030	\$20.824	\$21.865	\$22.958	\$24.106	\$25.311	\$25.944	\$26.593
IG031	\$21.032	\$22.084	\$23.188	\$24.347	\$25.564	\$26.203	\$26.858
IG034	\$21.669	\$22.752	\$23.890	\$25.085	\$26.339	\$26.997	\$27.672
IG036	\$22.105	\$23.210	\$24.371	\$25.590	\$26.870	\$27.542	\$28.231
IG037	\$22.326	\$23.442	\$24.614	\$25.845	\$27.137	\$27.815	\$28.510
IG038	\$22.549	\$23.676	\$24.860	\$26.103	\$27.408	\$28.093	\$28.795
IG039	\$22.774	\$23.913	\$25.109	\$26.364	\$27.682	\$28.374	\$29.083
IG041	\$23.232	\$24.394	\$25.614	\$26.895	\$28.240	\$28.946	\$29.670
IG042	\$23.464	\$24.637	\$25.869	\$27.162	\$28.520	\$29.233	\$29.964
IG043	\$23.699	\$24.884	\$26.128	\$27.434	\$28.806	\$29.526	\$30.264
IG044	\$23.936	\$25.133	\$26.390	\$27.710	\$29.096	\$29.823	\$30.569
IG045	\$24.175	\$25.384	\$26.653	\$27.986	\$29.385	\$30.120	\$30.873
IG046	\$24.417	\$25.638	\$26.920	\$28.266	\$29.679	\$30.421	\$31.182
IG047	\$24.661	\$25.894	\$27.189	\$28.548	\$29.975	\$30.724	\$31.492
IG050	\$25.409	\$26.679	\$28.013	\$29.414	\$30.885	\$31.657	\$32.448
IG052	\$25.920	\$27.216	\$28.577	\$30.006	\$31.506	\$32.294	\$33.101
IG054	\$26.441	\$27.763	\$29.151	\$30.609	\$32.139	\$32.942	\$33.766
IG062	\$28.631	\$30.063	\$31.566	\$33.144	\$34.801	\$35.671	\$36.563
IG068	\$30.392	\$31.912	\$33.508	\$35.183	\$36.942	\$37.866	\$38.813
IG074	\$32.261	\$33.874	\$35.568	\$37.346	\$39.213	\$40.193	\$41.198

RESOLUTION NO. _____
RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SISKIYOU
AMENDING THE SISKIYOU COUNTY SALARY SCHEDULE

BE IT RESOLVED that effective September 4, 2022, the amendments outlined on Exhibit A are made to the Siskiyou County Salary Schedule for positions in County service.

BE IT RESOLVED that effective September 3, 2023, the amendments outlined on Exhibit B are made to the Siskiyou County Salary Schedule for positions in County service:

BE IT RESOLVED that effective September 1, 2024, the amendments outlined on Exhibit C are made to the Siskiyou County Salary Schedule for positions in County service:

DULY PASSED AND ADOPTED by the Siskiyou County Board of Supervisors at a regular meeting of said Board, held on the 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:

LAURA BYNUM,
COUNTY CLERK

By: _____
Deputy

OESC Miscellaneous Unit
Range Changes Effective 09/04/2022

Classification	From Range:	Step 1	To Range:	Step 1
Accountant/Auditor II	IG044	\$ 20.990	IG041	\$ 22.331
Accountant/Auditor III	IG050	\$ 23.930	IG054	\$ 25.415
Accounting Specialist	IG042	\$ 19.980	IG036	\$ 21.247
Administrative Support Assistant	IG030	\$ 15.000	IG007	\$ 15.924
Agriculture & Standards Technician I	IG036	\$ 17.350	IG022	\$ 18.486
Agriculture & Standards Technician II	IG042	\$ 19.980	IG036	\$ 21.247
Air Pollution Specialist I	IG043	\$ 20.490	IG039	\$ 21.891
Air Pollution Specialist II	IG047	\$ 22.240	IG047	\$ 23.705
Animal Control Officer	IG034	\$ 16.540	IG017	\$ 17.589
Animal Shelter Coordinator	IG030	\$ 15.000	IG007	\$ 15.924
Animal Shelter Technician	IG030	\$ 15.000	IG007	\$ 15.924
Assessor-Recorder Technician	IG033	\$ 16.110	IG015	\$ 17.243
Assistant Planner	IG042	\$ 19.980	IG036	\$ 21.247
Associate Planner	IG046	\$ 21.730	IG045	\$ 23.238
Behavioral Health Services Specialist I	IG036	\$ 17.350	IG022	\$ 18.486
Behavioral Health Services Specialist II	IG042	\$ 19.980	IG036	\$ 21.247
Behavioral Health Clinician I	IG042	\$ 19.980	IG036	\$ 21.247
Behavioral Health Services Crisis Worker I	IG044	\$ 20.990	IG041	\$ 22.331
Behavioral Health Services Crisis Worker II	IG049	\$ 23.340	IG052	\$ 24.914
Behavioral Health Services Peer Specialist	IG032	\$ 15.720	IG012	\$ 16.736
Building Inspector I	IG040	\$ 19.020	IG031	\$ 20.217
Building Inspector II	IG044	\$ 20.990	IG041	\$ 22.331
Building Inspector III	IG053	\$ 25.740	IG062	\$ 27.520
Building Maintenance Worker I	IG030	\$ 15.000	IG007	\$ 15.924
Building Maintenance Worker II	IG034	\$ 16.540	IG017	\$ 17.589
Building Maintenance Worker III	IG037	\$ 17.770	IG025	\$ 19.047
Bus Driver	IG032	\$ 15.720	IG012	\$ 16.736
Cadastral Mapping Technician	IG032	\$ 15.720	IG012	\$ 16.736
Certified AOD Counselor I	IG041	\$ 19.490	IG034	\$ 20.829
Certified AOD Counselor II	IG043	\$ 20.490	IG039	\$ 21.891
Chief Animal Control Officer	IG040	\$ 19.020	IG031	\$ 20.217
Child Support Specialist I	IG034	\$ 16.540	IG017	\$ 17.589
Child Support Specialist II	IG037	\$ 17.770	IG025	\$ 19.047
Child Support Specialist III	IG040	\$ 19.020	IG031	\$ 20.217
Civil Engineer Assistant	IG058	\$ 29.110	IG074	\$ 31.010
Civil Service Coordinator	IG040	\$ 19.020	IG031	\$ 20.217
Code Enforcement Officer	IG046	\$ 21.730	IG045	\$ 23.238
Communications Dispatch I	IG143	\$ 17.415	IG022	\$ 18.486
Communications Dispatch II	IG144	\$ 20.217	IG037	\$ 21.459
Community Outreach Coordinator I	IG036	\$ 17.350	IG022	\$ 18.486
Community Outreach Coordinator II	IG038	\$ 18.220	IG027	\$ 19.429
Community Service Officer	IG032	\$ 15.720	IG012	\$ 16.736
Cooperative Extension Coordinator	IG034	\$ 16.540	IG017	\$ 17.589
County Trapper	IG042	\$ 19.980	IG036	\$ 21.247
Crime Analyst	IG042	\$ 19.980	IG036	\$ 21.247
Criminal Records Technician I	IG030	\$ 15.000	IG007	\$ 15.924
Criminal Records Technician II	IG032	\$ 15.720	IG012	\$ 16.736
District Attorney Investigative Technician	IG043	\$ 20.490	IG039	\$ 21.891

OESC Miscellaneous Unit
Range Changes Effective 09/04/2022

Classification	From Range:	Step 1	To Range:	Step 1
Driver	IG030	\$ 15.000	IG007	\$ 15.924
Elections/Board Clerk I	IG030	\$ 15.000	IG007	\$ 15.924
Elections/Board Clerk II	IG032	\$ 15.720	IG012	\$ 16.736
Eligibility Worker I	IG036	\$ 17.350	IG022	\$ 18.486
Eligibility Worker II	IG039	\$ 18.550	IG029	\$ 19.819
Eligibility Worker III	IG042	\$ 19.980	IG036	\$ 21.247
Eligibility/Social Service Assistant I	IG030	\$ 15.000	IG007	\$ 15.924
Eligibility/Social Service Assistant II	IG032	\$ 15.720	IG012	\$ 16.736
Eligibility/Social Service Assistant III	IG035	\$ 16.920	IG020	\$ 18.122
Employment & Training Worker I	IG036	\$ 17.350	IG022	\$ 18.486
Employment & Training Worker II	IG039	\$ 18.550	IG029	\$ 19.819
Employment & Training Worker III	IG042	\$ 19.980	IG036	\$ 21.247
Engineering Technician I	IG038	\$ 18.220	IG027	\$ 19.429
Engineering Technician II	IG044	\$ 20.990	IG041	\$ 22.331
Engineering Technician III	IG048	\$ 22.810	IG050	\$ 24.423
Evidence/Property Coordinator	IG043	\$ 20.490	IG039	\$ 21.891
Executive Secretary	IG038	\$ 18.220	IG027	\$ 19.429
Fiscal Assistant	IG030	\$ 15.000	IG007	\$ 15.924
Fiscal Technician I	IG034	\$ 16.540	IG017	\$ 17.589
Fiscal Technician II	IG037	\$ 17.770	IG025	\$ 19.047
Fiscal Technician III	IG040	\$ 19.020	IG031	\$ 20.217
Fleet Coordinator/Information System Specialist	IG042	\$ 19.980	IG036	\$ 21.247
Forensic Technician	IG041	\$ 19.490	IG034	\$ 20.829
Geographic Information Systems Specialist	IG050	\$ 23.930	IG054	\$ 25.415
Health Assistant	IG032	\$ 15.720	IG012	\$ 16.736
Health Educator	IG055	\$ 27.040	IG067	\$ 28.924
Health Information Assistant	IG034	\$ 16.540	IG017	\$ 17.589
Health Navigator	IG032	\$ 15.720	IG012	\$ 16.736
Health Support Assistant	IG030	\$ 15.000	IG007	\$ 15.924
Information System Specialist I	IG042	\$ 19.980	IG036	\$ 21.247
Information System Specialist II	IG046	\$ 21.730	IG045	\$ 23.238
Information System Specialist III	IG050	\$ 23.930	IG054	\$ 25.415
Information System Specialist IV	IG053	\$ 25.740	IG062	\$ 27.520
Information Systems Technician	IG038	\$ 18.220	IG027	\$ 19.429
Institutional Cook	IG030	\$ 15.000	IG007	\$ 15.924
Legal Office Coordinator	IG042	\$ 19.980	IG036	\$ 21.247
Legal Secretary	IG031	\$ 15.330	IG010	\$ 16.406
Library Technician	IG031	\$ 15.330	IG010	\$ 16.406
Natural Resources Specialist	IG046	\$ 21.730	IG045	\$ 23.238
Nutrition Assistant	IG032	\$ 15.720	IG012	\$ 16.736
Nutrition/Lactation Coordinator	IG041	\$ 19.490	IG034	\$ 20.829
Nutrition Support Assistant	IG030	\$ 15.000	IG007	\$ 15.924
Patient Rights Advocate/Health Assistant	IG037	\$ 17.770	IG025	\$ 19.047
Permit Technician	IG035	\$ 16.920	IG020	\$ 18.122
Probation Aide	IG034	\$ 16.540	IG017	\$ 17.589
Program Coordinator – Behavioral Health Services	IG046	\$ 21.730	IG045	\$ 23.238
Secretary	IG034	\$ 16.540	IG017	\$ 17.589
Senior Assessor-Recorder Technician	IG136	\$ 18.820	IG030	\$ 20.017
Senior Bus Driver	IG034	\$ 16.540	IG017	\$ 17.589

OESC Miscellaneous Unit
Range Changes Effective 09/04/2022

Classification	From Range:	Step 1	To Range:	Step 1
Senior Cadastral Mapping Technician	IG038	\$ 18.220	IG027	\$ 19.429
Senior Communications Dispatcher	IG145	\$ 22.110	IG046	\$ 23.470
Senior Forensic Technician	IG045	\$ 21.490	IG043	\$ 22.780
Senior Legal Secretary	IG034	\$ 16.540	IG017	\$ 17.589
Social Worker Assistant	IG130	\$ 16.260	IG016	\$ 17.415
Social Worker I	IG136	\$ 18.820	IG030	\$ 20.017
Social Worker II	IG139	\$ 20.240	IG038	\$ 21.674
Social Worker III	IG142	\$ 21.790	IG045	\$ 23.238
Staff Services Analyst I	IG042	\$ 19.980	IG036	\$ 21.247
Staff Services Analyst II	IG045	\$ 21.490	IG043	\$ 22.780
Support Services Technician	IG032	\$ 15.720	IG012	\$ 16.736
Tax Collection Technician	IG038	\$ 18.220	IG027	\$ 19.429
Transportation Analyst II	IG037	\$ 17.770	IG025	\$ 19.047
Transportation Services Coordinator	IG046	\$ 21.730	IG045	\$ 23.238
Treasury/Tax Collector Specialist I	IG044	\$ 20.990	IG041	\$ 22.331
Treasury/Tax Collector Specialist II	IG050	\$ 23.930	IG054	\$ 25.415
Vegetation Control Specialist	IG030	\$ 15.000	IG007	\$ 15.924
Veterans Services Officer	IG033	\$ 16.110	IG015	\$ 17.243
Veterans Services Representative I	IG030	\$ 15.000	IG007	\$ 15.924
Victim/Witness Advocate I	IG034	\$ 16.540	IG017	\$ 17.589
Victim/Witness Advocate II	IG037	\$ 17.770	IG025	\$ 19.047
Welfare Investigator I	IG043	\$ 20.490	IG039	\$ 21.891
Welfare Investigator II	IG047	\$ 22.240	IG047	\$ 23.705

OESC Miscellaneous Unit
Salary Steps Effective 09/03/2023

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
IG007	\$16.401	\$ 17.221	\$ 18.082	\$ 18.986	\$ 19.935	\$ 20.433
IG010	\$16.898	\$ 17.743	\$ 18.630	\$ 19.562	\$ 20.540	\$ 21.054
IG012	\$17.238	\$ 18.100	\$ 19.005	\$ 19.955	\$ 20.953	\$ 21.477
IG015	\$17.760	\$ 18.648	\$ 19.580	\$ 20.559	\$ 21.587	\$ 22.127
IG016	\$17.938	\$ 18.835	\$ 19.777	\$ 20.766	\$ 21.804	\$ 22.349
IG017	\$18.117	\$ 19.023	\$ 19.974	\$ 20.973	\$ 22.022	\$ 22.573
IG020	\$18.666	\$ 19.599	\$ 20.579	\$ 21.608	\$ 22.688	\$ 23.255
IG022	\$19.042	\$ 19.994	\$ 20.994	\$ 22.044	\$ 23.146	\$ 23.725
IG025	\$19.618	\$ 20.599	\$ 21.629	\$ 22.710	\$ 23.846	\$ 24.442
IG027	\$20.012	\$ 21.013	\$ 22.064	\$ 23.167	\$ 24.325	\$ 24.933
IG029	\$20.414	\$ 21.435	\$ 22.507	\$ 23.632	\$ 24.814	\$ 25.434
IG030	\$20.618	\$ 21.649	\$ 22.731	\$ 23.868	\$ 25.061	\$ 25.688
IG031	\$20.824	\$ 21.865	\$ 22.958	\$ 24.106	\$ 25.311	\$ 25.944
IG034	\$21.454	\$ 22.527	\$ 23.653	\$ 24.836	\$ 26.078	\$ 26.730
IG036	\$21.886	\$ 22.980	\$ 24.129	\$ 25.335	\$ 26.602	\$ 27.267
IG037	\$22.105	\$ 23.210	\$ 24.371	\$ 25.590	\$ 26.870	\$ 27.542
IG038	\$22.326	\$ 23.442	\$ 24.614	\$ 25.845	\$ 27.137	\$ 27.815
IG039	\$22.549	\$ 23.676	\$ 24.860	\$ 26.103	\$ 27.408	\$ 28.093
IG041	\$23.002	\$ 24.152	\$ 25.360	\$ 26.628	\$ 27.959	\$ 28.658
IG042	\$23.232	\$ 24.394	\$ 25.614	\$ 26.895	\$ 28.240	\$ 28.946
IG043	\$23.464	\$ 24.637	\$ 25.869	\$ 27.162	\$ 28.520	\$ 29.233
IG044	\$23.699	\$ 24.884	\$ 26.128	\$ 27.434	\$ 28.806	\$ 29.526
IG045	\$23.936	\$ 25.133	\$ 26.390	\$ 27.710	\$ 29.096	\$ 29.823
IG046	\$24.175	\$ 25.384	\$ 26.653	\$ 27.986	\$ 29.385	\$ 30.120
IG047	\$24.417	\$ 25.638	\$ 26.920	\$ 28.266	\$ 29.679	\$ 30.421
IG050	\$25.157	\$ 26.415	\$ 27.736	\$ 29.123	\$ 30.579	\$ 31.343
IG052	\$25.663	\$ 26.946	\$ 28.293	\$ 29.708	\$ 31.193	\$ 31.973
IG054	\$26.179	\$ 27.488	\$ 28.862	\$ 30.305	\$ 31.820	\$ 32.616
IG062	\$28.348	\$ 29.765	\$ 31.253	\$ 32.816	\$ 34.457	\$ 35.318
IG068	\$30.091	\$ 31.596	\$ 33.176	\$ 34.835	\$ 36.577	\$ 37.491
IG074	\$31.942	\$ 33.539	\$ 35.216	\$ 36.977	\$ 38.826	\$ 39.797

OESC Miscellaneous Unit
Salary Steps Effective 09/01/2024

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
IG007	\$ 16.565	\$ 17.393	\$ 18.263	\$ 19.176	\$ 20.135	\$ 20.638	\$ 21.154
IG010	\$ 17.067	\$ 17.920	\$ 18.816	\$ 19.757	\$ 20.745	\$ 21.264	\$ 21.796
IG012	\$ 17.410	\$ 18.281	\$ 19.195	\$ 20.155	\$ 21.163	\$ 21.692	\$ 22.234
IG015	\$ 17.938	\$ 18.835	\$ 19.777	\$ 20.766	\$ 21.804	\$ 22.349	\$ 22.908
IG016	\$ 18.117	\$ 19.023	\$ 19.974	\$ 20.973	\$ 22.022	\$ 22.573	\$ 23.137
IG017	\$ 18.298	\$ 19.213	\$ 20.174	\$ 21.183	\$ 22.242	\$ 22.798	\$ 23.368
IG020	\$ 18.853	\$ 19.796	\$ 20.786	\$ 21.825	\$ 22.916	\$ 23.489	\$ 24.076
IG022	\$ 19.232	\$ 20.194	\$ 21.204	\$ 22.264	\$ 23.377	\$ 23.961	\$ 24.560
IG025	\$ 19.814	\$ 20.805	\$ 21.845	\$ 22.937	\$ 24.084	\$ 24.686	\$ 25.303
IG027	\$ 20.212	\$ 21.223	\$ 22.284	\$ 23.398	\$ 24.568	\$ 25.182	\$ 25.812
IG029	\$ 20.618	\$ 21.649	\$ 22.731	\$ 23.868	\$ 25.061	\$ 25.688	\$ 26.330
IG030	\$ 20.824	\$ 21.865	\$ 22.958	\$ 24.106	\$ 25.311	\$ 25.944	\$ 26.593
IG031	\$ 21.032	\$ 22.084	\$ 23.188	\$ 24.347	\$ 25.564	\$ 26.203	\$ 26.858
IG034	\$ 21.669	\$ 22.752	\$ 23.890	\$ 25.085	\$ 26.339	\$ 26.997	\$ 27.672
IG036	\$ 22.105	\$ 23.210	\$ 24.371	\$ 25.590	\$ 26.870	\$ 27.542	\$ 28.231
IG037	\$ 22.326	\$ 23.442	\$ 24.614	\$ 25.845	\$ 27.137	\$ 27.815	\$ 28.510
IG038	\$ 22.549	\$ 23.676	\$ 24.860	\$ 26.103	\$ 27.408	\$ 28.093	\$ 28.795
IG039	\$ 22.774	\$ 23.913	\$ 25.109	\$ 26.364	\$ 27.682	\$ 28.374	\$ 29.083
IG041	\$ 23.232	\$ 24.394	\$ 25.614	\$ 26.895	\$ 28.240	\$ 28.946	\$ 29.670
IG042	\$ 23.464	\$ 24.637	\$ 25.869	\$ 27.162	\$ 28.520	\$ 29.233	\$ 29.964
IG043	\$ 23.699	\$ 24.884	\$ 26.128	\$ 27.434	\$ 28.806	\$ 29.526	\$ 30.264
IG044	\$ 23.936	\$ 25.133	\$ 26.390	\$ 27.710	\$ 29.096	\$ 29.823	\$ 30.569
IG045	\$ 24.175	\$ 25.384	\$ 26.653	\$ 27.986	\$ 29.385	\$ 30.120	\$ 30.873
IG046	\$ 24.417	\$ 25.638	\$ 26.920	\$ 28.266	\$ 29.679	\$ 30.421	\$ 31.182
IG047	\$ 24.661	\$ 25.894	\$ 27.189	\$ 28.548	\$ 29.975	\$ 30.724	\$ 31.492
IG050	\$ 25.409	\$ 26.679	\$ 28.013	\$ 29.414	\$ 30.885	\$ 31.657	\$ 32.448
IG052	\$ 25.920	\$ 27.216	\$ 28.577	\$ 30.006	\$ 31.506	\$ 32.294	\$ 33.101
IG054	\$ 26.441	\$ 27.763	\$ 29.151	\$ 30.609	\$ 32.139	\$ 32.942	\$ 33.766
IG062	\$ 28.631	\$ 30.063	\$ 31.566	\$ 33.144	\$ 34.801	\$ 35.671	\$ 36.563
IG068	\$ 30.392	\$ 31.912	\$ 33.508	\$ 35.183	\$ 36.942	\$ 37.866	\$ 38.813
IG074	\$ 32.261	\$ 33.874	\$ 35.568	\$ 37.346	\$ 39.213	\$ 40.193	\$ 41.198

Summary of Personnel Changes

Board Agenda Date:

8/9/2022

OESC Miscellanuos Unit

Fund/Year	Current Annual Cost to County		Total Cost		Total Cost - FY
	By Budget	Total Cost FY 22/23	FY 23/2024	24/2025	
1001					
102010	\$ 692,566	\$ 723,045	\$ 737,305	\$	742,174
102020	\$ 439,541	\$ 457,313	\$ 465,630	\$	468,468
102030	\$ 451,244	\$ 470,041	\$ 478,835	\$	481,832
105010	\$ 157,077	\$ 163,179	\$ 166,036	\$	167,009
107010	\$ 227,638	\$ 237,271	\$ 241,775	\$	243,313
201080	\$ 70,522	\$ 73,759	\$ 75,273	\$	75,789
201170	\$ 200,461	\$ 208,860	\$ 212,788	\$	214,129
203050	\$ 325,525	\$ 338,764	\$ 344,962	\$	347,078
206010	\$ 229,772	\$ 239,941	\$ 244,702	\$	246,322
206020	\$ 352,368	\$ 367,352	\$ 374,363	\$	376,760
207010	\$ 141,346	\$ 147,085	\$ 149,765	\$	150,680
207020	\$ 87,950	\$ 92,110	\$ 94,055	\$	94,721
207050	\$ 16,205	\$ 16,877	\$ 17,189	\$	17,296
207080	\$ 752,003	\$ 784,773	\$ 800,104	\$	805,332
207090	\$ 304,123	\$ 317,625	\$ 323,944	\$	326,103
207100	\$ 176,271	\$ 184,311	\$ 188,075	\$	189,355
505010	\$ 136,973	\$ 142,966	\$ 145,769	\$	146,726
602010	\$ 214,504	\$ 223,608	\$ 227,870	\$	229,328
603020	\$ 87,877	\$ 91,279	\$ 92,871	\$	93,415
1002					
202010	\$ 1,256,118	\$ 1,307,454	\$ 1,331,479	\$	1,339,679
203010	\$ 322,940	\$ 337,419	\$ 344,196	\$	346,506
1006					
201160	\$ 380,180	\$ 395,828	\$ 403,154	\$	405,650
1008					
201110	\$ 1,235,586	\$ 1,286,133	\$ 1,309,783	\$	1,317,843
1021					
201160	\$ 157,138	\$ 163,421	\$ 166,361	\$	167,363
1025					
201160	\$ 11,474	\$ 11,909	\$ 12,109	\$	12,179
2101					
203101	\$ 499,612	\$ 521,398	\$ 531,591	\$	535,067
2103					
301010	\$ 727,789	\$ 759,108	\$ 773,761	\$	778,758
2113					
203102	\$ 13,373	\$ 13,937	\$ 14,200	\$	14,292
2114					
401014	\$ 73,039	\$ 75,944	\$ 77,303	\$	77,769

Summary of Personnel Changes

Board Agenda Date:

8/9/2022

OESC Miscellanus Unit

Fund/Year	Current Annual Cost to County By Budget	Total Cost FY 22/23	Total Cost FY 23/2024	Total Cost - FY 24/2025
2120				
501010	\$ 8,213,209	\$ 8,557,620	\$ 8,718,807	\$ 8,773,767
2121				
401015	\$ 2,052,677	\$ 2,140,645	\$ 2,181,811	\$ 2,195,862
401090	\$ 310,415	\$ 322,585	\$ 328,282	\$ 330,227
2122				
401030	\$ 3,096,265	\$ 3,228,285	\$ 3,290,070	\$ 3,311,147
2134				
401100	\$ 721,176	\$ 750,854	\$ 764,743	\$ 769,476
2160				
401015	\$ 158,162	\$ 164,788	\$ 167,891	\$ 168,947
2162				
401015	\$ 116,747	\$ 121,677	\$ 123,985	\$ 124,771
2502				
401050	\$ 198,695	\$ 207,000	\$ 210,889	\$ 212,216
2527				
205010	\$ 64,819	\$ 67,499	\$ 68,754	\$ 69,183
2528				
205010	\$ 27,008	\$ 28,128	\$ 28,649	\$ 28,827
5350				
404010	\$ 172,275	\$ 179,648	\$ 183,099	\$ 184,274
5660				
303010	\$ 945,162	\$ 983,755	\$ 1,001,810	\$ 1,007,975
Total Costs:	\$ 25,817,825	\$ 26,905,194	\$ 27,414,038	\$ 27,587,608
		\$ 1,087,369	\$ 508,844	\$ 173,570

The following page(s) contain the backup material for Agenda Item: [COUNTY ADMINISTRATION](#)
Please scroll down to view the backup material.

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: 5 Mins Meeting Date: 8/9/22

OR

Consent

Contact Person/Department: Elizabeth Nielsen, Administration Phone: 530-841-2100

Address: 1312 Fairlane Road, Yreka, CA 96097

Person Appearing/Title: Elizabeth Nielsen, Deputy CAO / Natalie E. Reed, Assistant County Counsel

Subject/Summary of Issue:

Discussion, direction and possible action on the Siskiyou County Roadway Implementation Agreement between the County and the Klamath River Renewal Corporation (KRRRC). In 2021, the County entered into an MOU with KRRRC regarding measures KRRRC will take to mitigate for impacts to County roads, bridges and traffic that may occur from the Klamath dam removal project if it is approved by the Federal Energy Regulatory Commission (FERC) over the County's opposition. (The MOU expressly acknowledges that the County continues to oppose dam removal.) The MOU indicated that the disbursement of funds to the County for the roadwork outlined in the MOU would be subject to a future implementation agreement that would provide the finer details and terms of how distribution of the funds would occur. The Siskiyou County Roadway Implementation Agreement, attached hereto for the Board's consideration, would serve as that agreement.

Financial Impact:

NO <input type="checkbox"/>	<i>Describe why no financial impact:</i>		
YES <input checked="" type="checkbox"/>	<i>Describe impact by indicating amount budgeted and funding source below</i>		
Amount:	_____		
Fund:	<u>2103</u>	Description: _____	Org.: _____ Description: _____
Account:	<u>551610</u>	Description: _____	
Activity Code:		Description: _____	
Local Preference:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
For Contracts – <i>Explain how vendor was selected:</i>			
Additional Information:			

Recommended Motion:

If the Board so desires, approve the Siskiyou County Roadway Implementation Agreement and authorize the CAO to execute a final version of the Agreement in substantially the same form, subject to any final minor edits.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) _____

Quantity: _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

STAFF REPORT

MEETING DATE: August 9, 2022

TO: Siskiyou County Board of Supervisors

FROM: Elizabeth Nielsen, Deputy County Administrator

SUBJECT: Siskiyou County Roadway Work Implementation Agreement

I. OVERVIEW

On May 19, 2021, a Memorandum of Understanding (MOU) (Attachment 1) was entered into between the County of Siskiyou and the Klamath River Renewal Corporation (KRRRC) related to County roads, bridges, and associated rights of way and traffic. This MOU is limited expressly to the impacts of KRRRC's "Application for Surrender of License for Major Project and Removal of Project Works" (Project), which if approved by the Federal Energy Regulatory Commission (FERC), would result in the removal of the four Lower Klamath River Dams. As the MOU makes clear, the County opposes the removal of the four Lower Klamath River Dams, however, the County agrees that the MOU's Recommended Terms and Conditions are needed to address the impacts on County roads and bridges and associated rights of way, including impacts related to wear-and-tear, and traffic. The MOU also details, in Sections 1, 2 and 5, noticing requirements to the County (including Oversize/Heavy Load schedules), and traffic controls that shall be abided by to avoid to the maximum extent possible interruptions to local traffic, and to allow for proper ingress/egress during emergency situations.

As part of the MOU, KRRRC agreed to reimburse the County Eight Hundred Ten Thousand Dollars (\$810,000) to perform roadway work associated with KRRRC's Project. These funds are to be held in a trust account, and the County may not draw on them until July 1, 2022, or KRRRC's acceptance of FERC's Final Order regarding KRRRC's Project. As described in the MOU, the terms and conditions for deposits, withdrawals, reporting and accounting associated with these funds would be specified in an Implementation Agreement between the County and KRRRC.

Therefore, Attachment 2 of this staff report is the draft Siskiyou County Roadway Work Implementation Agreement. Below is a brief outline of what is included in the Implementation Agreement:

- "Funds held in the Trust Account shall be held subject to the terms and conditions of this Agreement and for the sole purpose of reimbursing the County for actual costs incurred by the County in the performance of the Siskiyou County Roadway Work. Disbursements from the Trust Account for a Reimbursement shall be made pursuant to a Disbursement Authorization, executed by the Authorized Representatives of both Parties pursuant to Section 3 of this Agreement. "(Implementation Agreement, Page 1)
 - o Upon completion of the Siskiyou County Roadway Work, the County may submit a request for reimbursement, and within ten (10) business days of receipt, KRRRC shall authorize disbursement of funds from the Trust Account, and after certain requirements are met, KRRRC shall direct the Bank to disperse the requested funds.
- "The term of this Agreement shall commence as of the Effective Date and shall end on the date that is the earliest of the following dates to occur: (a) one year following the Renewal Corporation's Contractor's completion of the work involving heavy loading on Copco Road, Ager Road, and Ager-Beswick Road related to dam removal, (b) the termination of the MOU in accordance with Section 6 of the MOU, or (c) by mutual agreement of the Parties." (Implementation Agreement, Page 2).

CONCLUSION

Based on the above information, and approval of the MOU by the County of Siskiyou and KRRRC, staff recommends that the Board approve the Implementation Plan.

Attachment 1

**MEMORANDUM OF UNDERSTANDING BETWEEN SISKIYOU
COUNTY, CALIFORNIA AND THE KLAMATH RIVER RENEWAL
CORPORATION**

This Memorandum of Understanding (“**MOU**”) is made by and between THE COUNTY OF SISKIYOU, California (“**County**”) and KLAMATH RIVER RENEWAL CORPORATION (“**KRRC**”) as of 5/19/2021 (“**Effective Date**”). The County and KRRC are each individually referred to herein as a “**Party**” and collectively referred to as the “**Parties.**” This MOU is made in reference to the following facts.

RECITALS

WHEREAS, KRRC is a nonprofit 501(c)(3) organization formed by signatories of the amended Klamath Hydroelectric Settlement Agreement (“**KHSA**”). The signatories of the KHSA appointed KRRC to take ownership and oversee removal of four hydroelectric dams on the Klamath River.

WHEREAS, on September 23, 2016, in furtherance of its obligations under the KHSA, KRRC filed an application with FERC to surrender the license for the Lower Klamath Project. This application was amended by the Renewal Corporation in November of 2020. As amended, this application is now pending before FERC as the *Application for Surrender of License for Major Project and Removal of Project Works*; FERC Project Nos. 2082-063 and 14803-001, (“**License Surrender**”). The License Surrender application seeks FERC’s approval to remove the four hydroelectric developments, remediate and restore the reservoir sites; avoid or minimize adverse impacts downstream, and achieve a free-flowing condition and volitional fish passage in the Klamath River in the reaches currently occupied by the Lower Klamath Project, all as more particularly described in the KHSA (“collectively, the “**Project**”).

WHEREAS, on January 13, 2021, PacifiCorp, the States of California and Oregon (“**States**”) and the Renewal Corporation filed an application to transfer the FERC license for the Lower Klamath Project from PacifiCorp to the States and the Renewal Corporation as co-licensees. This application is pending before FERC as the *Joint Application for Approval of License Transfer and Request for Expedited Review and Other Relief*; FERC Project No. 14803-004 (the “**License Transfer**”). Effective upon the States’ and Renewal Corporation’s acceptance of License Transfer, PacifiCorp shall be released from the license and the States and the Renewal Corporation shall hold the license to the Lower Klamath Project for the purpose of implementing License Surrender.

WHEREAS, in support of the License Surrender application, KRRC has prepared a comprehensive decommissioning plan to implement the Project. This plan, as will be amended from time to time pending FERC’s review thereof, is referred to herein as the “**Definite Plan.**” It consists of specifications and measures that are organized in implementation plans.

WHEREAS, the County is a political subdivision of the State of California vested by the legislature with the powers necessary to provide for the health, safety, and welfare of the

people within its borders. The County's interests are directly affected by the outcome of the above-referenced FERC proceedings and the County is a party to these FERC proceedings.

WHEREAS, the parties agree that the Federal Power Act, 16 USC §791 *et seq.*, vests FERC with power to regulate hydropower facilities, but disagree on whether, when, and under what circumstances state and local regulation of matters to be decided by FERC with respect to such hydropower facilities is preempted by operation of the Supremacy Clause of the U.S. Constitution.

WHEREAS, in November 2017, the County intervened in opposition to the prior License Transfer application, and in February 2021, the County intervened in opposition to the License Surrender application, and it continues to oppose both applications.

WHEREAS, KRRC desires to work cooperatively in addressing the County's interests with respect to the License Surrender and the Definite Plan without the County's withdrawal of its opposition. KRRC has developed measures to address the impacts of Project activities ("**Planned Activities**") on County roads and bridges and associated right of ways, including impacts related to wear-and-tear and traffic. KRRC and the County have consulted regarding these measures, and KRRC will include them in the Definite Plan to be submitted to FERC. These measures are set forth in Exhibit A, attached hereto and incorporated herein by this reference ("**Recommended Terms and Conditions**").

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Recommended Terms and Conditions:

The Parties hereby jointly recommend and request that FERC require: (a) the Recommended Terms and Conditions be included in applicable implementation plans in the Definite Plan; and (b) compliance with such implementation plans as an enforceable obligation and requirement of the Final Order in the License Surrender proceeding. The Recommended Terms and Conditions are intended to be functionally consistent with ordinances and other local requirements for the Planned Activities, without resolving whether the Renewal Corporation is required to apply, or will apply, to the County for related authorizations, excepting that KRRC will apply for, and comply with, a County oversize/heavy load permit. In the event of any conflict or inconsistency between the terms and conditions of this MOU and the terms and conditions of any oversize/heavy load permits issued by the County, then the terms and conditions of this MOU shall govern and control. The term "**Final Order**" shall mean an order issued by FERC that constitutes the full and final disposition of the License Surrender proceeding and is subject to judicial review pursuant to 16 U.S.C § 825l (b).

2. Term:

The term of this MOU shall commence as of the Effective Date and shall end upon the date that is the earlier of the following dates to occur: (a) the date that FERC shall determine that all of the requirements contained in the Final Order have been satisfied, or, (b) the date that a Party shall terminate this MOU in accordance with Section 6.

3. FERC Approval:

KRRC's obligation to implement the Planned Activities, including the measures described in the Recommended Terms and Conditions, is contingent upon FERC's issuance of a Final Order that substantially conforms with the Definite Plan.

4. Good Faith:

The Parties agree to collaboratively and in good faith recommend and support the Recommended Terms and Conditions in the License Surrender proceeding, with the express understanding that the County reserves the right to request that FERC impose the obligation to comply with the Recommended Terms and Conditions on the states of California and Oregon as co-licensees and object in the event FERC fails to do so. The Parties will use negotiation or similar procedures to resolve any dispute that may arise under this MOU. KRRC and the County agree that time is of the essence in the implementation of the Recommended Terms and Conditions. Each Party otherwise fully reserves its right to support, advance, contest, advocate, protest, prosecute or otherwise pursue its interests related to the Lower Klamath Project.

5. Right to Appeal:

5.1 Each Party hereby fully reserves its rights with respect to an appeal of any decision, determination, order, authorization, approval, license, permit or other administrative or judicial action taken with respect to the Project (including, but not limited to, the Final Order) and such rights of appeal are not in any way restricted or limited by this MOU, except in this one respect. In the event of any appeal of the Final Order:

(a) subject to Section 4, neither Party shall appeal the incorporation or sufficiency of the Recommended Terms and Conditions to address the impacts of Planned Activities;

(b) the County will not oppose any effort on the part of KRRC to seek a stay in the implementation of the Final Order pending full and final resolution of such appeal.

5.2 The obligations of the Parties set forth in this Section 5 shall be specifically enforceable by any court of law with jurisdiction over the Parties. Except in the event of a termination of this MOU pursuant to Section 6, the obligations of the Parties set forth in this Section 5 shall survive the expiration or termination of this MOU for such period of time as may be reasonably necessary in order to give full force and effect to the intent of the Parties as set forth herein.

6. Termination:

6.1 If a Party fails to comply with any of its obligations under this MOU ("Default"), the other Party may give written notice of such Default to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of such notice of Default to cure such Default (provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within such thirty (30) day period and shall continuously and diligently complete such cure as soon as is reasonably possible thereafter). If such Default is not cured to the satisfaction of the non-defaulting Party within the applicable cure period, the non-defaulting Party may terminate this MOU by written notice to the defaulting Party.

6.2 KRRC may terminate this MOU by written notice to the County if KRRC elects to reject and does not accept (a) the License Transfer, or (b) the License Surrender.

7. Public Statements:

The Parties will issue a joint statement on or after the Effective Date of this MOU attached as Exhibit B. The Parties and their officers and agents agree not to make public statements regarding the scope or implications of the MOU that are inconsistent with the terms of the MOU or the joint statement.

8. Miscellaneous:

8.1 All notices, consents, requests, approvals, or other communications required or permitted by this MOU must be in writing and given by personal delivery, email or certified mail and shall be sent to the respective Parties as follows:

To County:

Elizabeth Nielsen
Project Manager, Natural Resources
1312 Fairland Road
Yreka, CA 96097
enielsen@co.siskiyou.ca.us

Public Works Director
1312 Fairlane Road
PO Box 1127
Yreka, CA 96097

To KRRC:

Mort McMillen
McMillen Jacobs Associates
1401 Shoreline Drive
Boise, ID 83702
Mortmcmillen@mcmjac.com

Nick Dury
Kiewit Infrastructure West Co.
2200 Columbia House Blvd
Vancouver, WA 98661
nick.drury@kiewit.com

Any such communication by a Party shall be deemed to have been received by the other Party (a) upon the delivery date received by the intended recipient if delivered by hand; (b) five (5) business days after it is sent by certified mail, postage prepaid; or (c) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form. A Party may change its address for purposes of this Section 8.2 by giving written notice of such change to the other Party in the manner provided in this Section 8.2.

8.2 This MOU contains the entire agreement between the Parties with respect to

the subject matter hereof and supersedes any and all other prior understandings, communications and agreements, oral or written, between the Parties with respect to the subject matter of this MOU. This MOU may not be amended or modified except by a written agreement signed by the Parties. If any terms or conditions of this MOU are deemed to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby. This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. This MOU shall be governed by the laws of the United State of America and, as applicable, the laws of the State of California.

THIS MEMORANDUM OF UNDERSTANDING is made by and between the undersigned Parties as of the Effective Date.

COUNTY OF SISKIYOU

KLAMATH RIVER RENEWAL CORPORATION

DocuSigned by:
By: Angela Davis 5/19/2021
F2688EA8968C43D...
Angela Davis, (Date)
County Administrator
County of Siskiyou
State of California

DocuSigned by:
By: Mark Bransom
5CD36C96E50F480...
Its: Chief Executive officer

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Natalie Reed 5/13/2021
4785994C0D3E716...
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account
2103 301010 551610

DocuSigned by:
Amemarie Zediker 5/19/2021
854FEE931F3E433...
Jennie Ebejer, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Melissa Cummins 5/19/2021
C12D5E73E82D4F2...
Melissa Cummins, Risk Management (Date)

EXHIBIT A
Recommended Terms and Conditions

These Recommended Terms and Conditions document understandings for construction related items and how the County and KRRC Contractor will interact and coordinate during the Project. For purpose of this MOU, the term “**KRRC Contractor**” consists of Kiewit and other entities under contract with KRRC to implement the Project.

Section 1. Temporary Bridge Improvements.

If the County determines, based on a finding of KRRC Contractor’s Engineer-of-Record (EOR), that it is necessary to avoid overloading or damaging the current capacity of Copco Road Bridges, KRRC Contractor shall thereafter either install and maintain temporary shoring or bridge supports on existing bridges to increase capacity or install and maintain higher capacity temporary single lane bridges at Fall Creek and Dry Creek for use during the Project. If single lane bridges are used, traffic control shall be provided by KRRC Contractor utilizing yield signs on either end of the single lane bridges. The temporary shoring, supports, or single lane bridges will be in place for the duration of the pre-drawdown and drawdown/removal years of the Project. The EOR shall determine necessity of installing temporary shoring, supports, or higher capacity single lane bridges based upon engineering analysis and load sizing restrictions during the Project.

If KRRC Contractor determines to install single lane bridges, KRRC Contractor shall remove existing bridge railings and other conflicting features during the Project to allow adequate room for temporary bridge improvements. Once the need for temporary bridges is complete, KRRC Contractor shall re-install existing bridge railings to the pre-existing condition. Removing bridge railings or other existing features will not constitute a need to rebuild or reinstall the railings or any other portion of the bridges to any updated code or standard. In lieu of KRRC Contractor reinstalling the existing bridge railings, the Parties may elect to enter into an implementation agreement under which the County shall be responsible to reinstall the existing bridge railings. If the Parties so elect, KRRC will establish an escrow account to fund the County’s actual expenditure for such work in accordance with the terms and conditions of any such implementation agreement.

KRRC Contractor shall provide the County with a minimum two weeks advance notice with associated plans for review prior to starting initial work on the Project, and 48 hours advance notice per location, prior to constructing any permanent bridge or culvert improvements. KRRC Contractor will not proceed with such work absent the requisite notice. This notice can be submitted via email.

Section 2. Traffic Control.

If temporary higher capacity bridges are required per Section 1 of this Exhibit A, KRRC Contractor may temporarily close Copco Road at the Dry Creek bridge for up to 48 hours in order to setup or remove the temporary bridge at that location. It is anticipated that this 48-hour closure will be needed two times: once at the beginning of the Project to set the bridge, and once at the end of the Project to remove the bridge. KRRC Contractor will be required to provide signage and advance notification to the County fourteen (14) days prior to

the road closure. KRRC Contractor will not initiate road closure absent the requisite notice. These 48-hour closures must occur prior to May 1st of each calendar year.

If temporary higher capacity bridges are required per Section 1 of this Exhibit A, KRRC Contractor may temporarily close Copco Road at the Fall Creek bridge for up to 72 hours in order to setup or remove the temporary bridge at that location. It is anticipated this 72-hour closure will be needed two times: once at the beginning of the Project to set the bridge, and once at the end of the Project to remove the bridge. KRRC Contractor will be required to provide passable and signed detour routes prior to and during the road closure. These 72-hour closures must occur prior to May 1st of each calendar year.

KRRC Contractor will provide notification to County, and residential traffic and emergency services, at least two weeks prior to the initiation of work authorized by this Section 2 of this Exhibit A.

Section 3. Road Maintenance Responsibility/Implementation.

Prior to commencement of Project work involving heavy loading, which will be prior to reservoir drawdown, KRRC Contractor will undertake repairs and apply an asphalt overlay to Copco Road (KRRC Contractor Roadway Work). Quantities, locations, and costs for KRRC Contractor Roadway Work are specified in the Preemptive Roadway Repair Plan (Table 1). The Parties recognize actual costs for the Asphalt Overlay may differ from estimated costs and agree that in such event KRRC Contractor will fulfill its obligation with overlay of 7500 tons over 7 miles. The County will approve the locations and the completion of KRRC Contractor Roadway Work pursuant to standards specified in Section 7 of this Exhibit A. KRRC Contractor will be responsible for complying with all applicable state and federal laws, including prevailing wage.

During this same period, the County will undertake repairs and apply single-chip seal to Copco Road, Ager Road, and Ager-Beswick Road (Siskiyou County Roadway Work). Quantities, costs, and locations for Siskiyou County Roadway Work are specified in Table 1. KRRC shall deposit Eight Hundred Ten Thousand Dollars (\$810,000.00) in an escrow account by May 1, 2022. The County may not draw on such funds until July 1, 2022, or the KRRC's acceptance of the Final Order, whichever is later. The County shall draw on that account based on actual expenditure for Siskiyou County Roadway Work. Such work will be completed, and the escrow account will terminate, not more than one year following KRRC Contractor's completion of the Project work involving heavy loading related to dam removal. The terms and conditions for deposits, withdrawals, reporting and accounting, and termination of the account, shall be specified in an implementation agreement between KRRC and the County.

The KRRC Contractor Roadway Work and the Siskiyou County Roadway Work are collectively referred to hereinafter as the "Preemptive Roadway Work." The Parties shall fully cooperate with each other and other contractors to schedule and coordinate the Preemptive Roadway Work so as to avoid any delay or hindrance of any Project work, and to assure orderly and expeditious performance and completion of all work as a whole.

TABLE 1
PREEMPTIVE ROADWAY WORK

	Section of Roadway	Preemptive Roadway Work	Cost of Preemptive Roadway Work	
			Siskiyou County Work	KRRC Contractor Roadway Work
1	Copco Road: I-5 to Ager Road (approx. 3 miles)	Single Chip Seal: (~\$30,000 per mile x 3 miles)	\$100,000	
2	Copco Road: Ager Road to Mile Post 10 (approx. 7 miles)	Prep Road/Digout/Hand Patch: Crew/Equipment/Materials over multiple weeks to repair damaged sections of road.		\$200,000*
		125' Asphalt Overlay: 22' wide x .125' thick x 5280'/mile x 7 miles = 7500 Tons		\$1,875,000
3	Copco Road: Mile Post 10 to Fall Creek Road (approx. 9 miles)	Prep Road/Digout/Hand Patch: Crew/Equipment/Materials for ~1 week to repair damaged sections of road		\$125,000*
		Single Chip Seal: (~\$40,000 per mile x 9 miles)	\$360,000	
4	Ager Road: Copco Road to Ager-Beswick	Grader Blankets: (200 Tons, ~ 2 weeks)	\$50,000	
5	Ager Beswick Road: Ager Road to Bogus Creek (approx. 8 miles)	Crack Seal / Prep	\$60,000	
		Single Chip Seal: (~\$30,000 per mile x 8 miles)	\$240,000	
Subtotals:			\$810,000	\$2,200,000
Total Cost of Preemptive Roadway Work:			\$3,010,000	
*Dollar values for “ Prep Road/Digout/Hand Patch ” scopes as described above represent the committed value of materials, labor, equipment, and subcontractors allotted for these types of improvements listed. Actual locations and quantities of this scope to be completed will be field fit at the time improvements are constructed.				

The County agrees that the Preemptive Roadway Work is sufficient to offset the expected damages to these County roads as a result of all Project work, including the work involving heavy loading. Following completion of the Preemptive Roadway Work, County shall be responsible for maintenance of these roads in a good and serviceable condition consistent with applicable maintenance standards. Such maintenance will be subject to the availability of funding for such repairs (which funding is anticipated to be appropriated by the County Board of Supervisors at levels roughly consistent with historical funding for repair of the relevant roads), and by such methods as determined by the County.

The County shall continue to plow snow on Copco Road at the County’s expense at the current level of service, which is as follows: Primary Plow Route (Standard Initial plow route) – Hornbrook to Fish Hatchery. Secondary Route (Plowed when time allows) – Fish Hatchery to Power Plant/City Water Source (below Fall Creek), a request to plow an additional two-mile section may be made by KRRC Contractor and will be plowed as soon as time and resources

allow.

The County shall monitor and approve the work completed by KRRC Contractor or its sub-contractors for acceptance, which such approval shall not be unreasonably delayed, conditioned or denied. Any costs incurred by the County in monitoring or approving the work ("Monitoring and Approval Costs") shall be reimbursed by KRRC in accordance with Section 9 of this Exhibit A.

Section 4. ROW alignment modifications at Camp Creek and Scotch Creek.

If fisheries mitigation is required by state or federal agencies at Camp or Scotch Creek, KRRC or KRRC Contractor shall install larger creek crossings where these creeks cross Copco Road. Creek crossings will be constructed either along the existing Copco Road alignment or offset onto a new Copco Road alignment which is shifted inward onto land previously within the reservoir footprint. Determination of whether crossings are built on the existing alignment or revised alignments will be determined by KRRC Contractor's Engineer of Record, in consultation with the County, based on geotechnical and hydraulic design considerations. Creek crossings built on new alignments will require adjustment of the County ROW limits and roadway centerline so a single realigned 60-foot ROW width is present at those locations. KRRC shall perform all legal and Right-of-Way (ROW) transfer and mapping for the new alignment as required. Creek crossings built at existing Copco Road alignments will require KRRC Contractor to construct a temporary shoefly detour immediately adjacent to the existing roadway. This detour will be of sufficient width to pass at least one lane of traffic at all times through the creek crossing construction area. Detour embankments are to be capped with temporary gravel surfacing.

The County requires a 100-foot maintenance easement both upstream and downstream of new Camp and Scotch creek ROW alignments. This will allow the County to trim and cut any vegetation interrupting flow in the new roadway and structure locations.

Section 5. Oversize/heavy Load Permits.

Oversize/heavy load permits shall be subject to a single comprehensive Project-level permit with specific documented routes rather than individual per load permits.

KRRC Contractor anticipates many oversize loads will traverse Copco Road, Ager Road, Yreka Ager Road, and/or Ager Beswick Road. Load weights are anticipated to carry up to 60,000 lb per tandem axle. KRRC Contractor shall provide a forecast schedule of anticipated, oversize load hauling so the County can witness loads passing on the roadway and inspect for roadway damage at the County's discretion. Any inspection costs incurred by the County in connection with such inspections ("Inspection Costs") shall be reimbursed by KRRC in accordance with Section 9 of this Exhibit A. KRRC Contractor shall maintain a log of all loads that are greater than or equal to a fully loaded 18 wheeled truck and trailer, with approximate overall weight of 80,000 lbs. (including truck, trailer, and 23-24 ton payload) hauled on Copco Road, Ager Road, Yreka Ager Road, and/or Ager Beswick Road. The log shall include, for each haul the date, the approximate weight, and the road or roads traversed. KRRC Contractor shall make the log available to the County upon request.

Section 6. Existing Conditions Verification – Process for Pre/Post Construction Surveys to Document Road Condition.

The Parties agree and intend that Preemptive Roadway Work is sufficient to offset all expected damages to Ager Road, Copco Road, Yreka Ager Road, and Ager Beswick Rd (collectively, the Designated Roads) as a result of all Project work, including work involving heavy loading. Prior to the completion of the Preemptive Roadway Work, which will be prior to the commencement of Project work involving heavy loading, KRRC Contractor will document existing condition of the Designated Roads using a video survey and associated plan markup documentation. This survey and documentation will serve as the base roadway condition of the Designated Roads.

Following completion of dam removal and associated equipment demobilization by KRRC Contractor, KRRC Contractor shall again video survey the condition of the Designated Roads. If, based on such video survey, the Parties agree that Project work has not caused significant damage (materially in excess of wear and tear expected as a result of the heavy hauling) to the Designated Roads, then neither KRRC nor KRRC's Contractor shall have any further obligation or responsibility arising under this MOU for any repair to or maintenance of the Designated Roads. If, based on such video survey, the Parties agree that Project work has caused such damage to the Designated Roads, then KRRC shall propose a plan (Supplemental Mitigation Plan), subject to the County's acceptance, to repair such damage to the Designated Roads at no cost to the County. The County may require KRRC to provide a performance bond as a surety for performance of such Supplemental Mitigation Plan if such a bond is determined by the County to be reasonably necessary in view of the scope and extent of the work to be performed.

In the event that the Parties are unable to agree upon (a) whether Project work has caused significant damage to the Designated Roads (materially in excess of wear and tear expected as a result of heavy hauling), or (b) the terms and conditions of a Supplemental Mitigation Plan, then in such event, either Party may, by written notice to the other Party, declare such matter to be a dispute (Dispute) to be resolved in accordance with this Section 6 of this Exhibit A. Within thirty (30) days of the date of such notice, the Parties shall make senior management officials available to commence negotiations to resolve the Dispute. The Parties shall undertake commercially reasonable efforts to resolve their differences, giving due regard to all pertinent facts and relevant circumstances. The Parties may elect, by mutual agreement, to submit the Dispute to mediation, to be conducted by a mutually agreeable mediator. The County Board of Supervisors and KRRC will promptly and in good faith consider and decide any proposed resolution.

Any Disputes under this MOU, including disputes as to whether Project work has caused significant damages to the Designated Roads (materially in excess of wear and tear expected as a result of the heavy hauling), shall be raised not later than 90 days after KRRC Contractor has completed Project work involving heavy loading related to dam removal. Pending resolution of a Dispute, the Parties shall continue to fulfill their respective duties under the MOU. If the Parties are unable to resolve the Dispute within sixty (60) days of the date of commencement of good faith negotiations, then either Party may terminate the negotiations by written notice to the other Party and may thereafter pursue any remedy as may be available to such Party under applicable law.

Any agreements anticipated or entered into in the implementation of this Section 6 of this Exhibit A shall be in writing, signed by both Parties. The dispute resolution procedures provided by this Section 6 of this Exhibit A are rights and remedies in addition to, and without limitation, the rights and remedies otherwise provided by this MOU.

Section 7. Design Criteria.

KRRC Contractor shall utilize AASHTO design standards for both temporary and permanent work within the County ROW. Conforming to Caltrans design standards is not required.

Section 8. Jenny Creek Bridge Hydrology Assumptions.

The EOR reviewed the hydraulic analysis performed in support of the construction design plans for the existing Jenny Creek Bridge. The EOR determined that the hydraulic analysis was done correctly based on design flow assumptions made at the time of design and construction. Based on these assumptions, drawdown and future performance of the existing Jenny Creek Bridge will perform as was originally designed and no Project work is being performed in this area.

An independent engineering check of storm flows, not associated with reservoir drawdown, was conducted and differs from the hydraulic assumptions made during the design of the existing Jenny Creek Bridge. This MOU documents the Public Works Director's determination that the hydraulic assumptions made by the County design consultants while designing the existing Jenny Creek Bridge are still acceptable.

The EOR witnessed current displacement of existing Riprap and erosion protection at the Jenny Creek Bridge abutments. This movement of rip rap is not attributable to the Project and will not be corrected as part of the Project work.

Section 9. Reimbursement of Certain Costs.

KRRC shall reimburse the County for its reasonable Monitoring and Approval Costs and Inspection Costs, including the costs of outside contractors, that are directly and necessarily incurred in connection with the implementation of the Section 3 and Section 5 of this Exhibit A. The County shall estimate such costs, which will include a County- or State-approved ICRP (overhead) rate, for KRRC's review and concurrence, which shall not be unreasonably withheld, before doing the work. The current rate for the County Road Department is 20.69% (crew) and 12.30% (administration).

Section 10. Project Schedule and Seasonal Limitations.

Prior to any work beginning, KRRC Contractor shall provide the County with a project schedule setting forth the timing of the Project work and details of travel associated with the Project work. If it is anticipated by the County that there will need to be travel restrictions placed on KRRC Contractor due to seasonal conditions, the parties agree to meet, discuss and agree upon any restrictions.

Section 11. Insurance, and Obligation for Indemnification and Hold Harmless.

KRRC shall name the County as an Additional Insured under any Comprehensive General Liability policy it may carry with respect to KRRC Contractor Roadway Work, but only as to the County's respective interest in such work. The forgoing obligation is subject to the availability of such insurance from such insurance carrier or carriers as KRRC may select, in its sole discretion, and provided that such endorsement shall not affect the cost or availability of such insurance. Further, KRRC shall comply with the indemnification and hold harmless terms of the oversize/heavy load permit, which will be substantially consistent with those terms in PacifiCorp's Permit 13-91-D1 (Attachment 1). The Parties acknowledge that the obligations set forth in this Section 11 are beyond the scope of the terms and conditions that FERC is likely to include in the Final Order and therefore the obligations set forth in this Section 11 shall be included in the KRRC Contractor Roadway Work implementation agreement referenced in Section 3 of this Exhibit.

EXHIBIT B
Joint Statement Regarding MOU

Siskiyou County and the Klamath River Renewal Corporation (Renewal Corporation) have entered into a Mitigation Agreement regarding measures KRRC will take to mitigate for impacts to County roads, bridges and traffic that may occur from the Klamath dam removal project (Project) if it is approved by Federal Energy Regulatory Commission (FERC).

These measures will be incorporated in the Renewal Corporation's "Definite Plan" for decommissioning. If FERC approves the Renewal Corporation's plan, the Mitigation Agreement terms will become terms and conditions of FERC's approval and would be enforced by FERC.

This Mitigation Agreement in no way indicates Siskiyou County support for the Project. The County's position has not changed, it still opposes dam removal, and the MOU expressly acknowledges that opposition. The County reserves the right to initiate litigation against the project.

CERTIFICATE OF SERVICE

I hereby certify that, on this 20th day of May 2021, I have served the public filing of Supplemental Information: Joint Letter submitting Siskiyou Memorandum of Understanding (MOU) dated May 19, 2021; regarding FERC Project Nos. 14803-001 and 2082-063 via email containing a link thereto, or via U.S.P.S. if no email address was available, upon each person designated on the official service list compiled by the Secretary in these proceedings.

/s/ Ivy Carr

Ivy Carr

Legal Practice Assistant

Perkins Coie LLP

10885 NE 4th Street, Suite 700

Bellevue, WA 98004-5579

(425) 635-1400

ICarr@perkinscoie.com

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Attachment 2

SISKIYOU COUNTY ROADWAY WORK IMPLEMENTATION AGREEMENT

This Siskiyou County Roadway Work Implementation Agreement (**Agreement**) is made by and between the County of Siskiyou, California (**County**) and the Klamath River Renewal Corporation (**Renewal Corporation**) as of this ___ day of July, 2022 (**Effective Date**). The County and the Renewal Corporation are each individually referred to herein as a **Party** and collectively referred to as the **Parties**. This Agreement is made in reference to the following facts.

RECITALS

WHEREAS, on May 19, 2021, the County and the Renewal Corporation entered into a Memorandum of Understanding (**MOU**) regarding, among other things, the implementation of the **Siskiyou County Roadway Work** (as that term is defined in the MOU) contingent upon the Federal Energy Regulatory Commission's (FERC) issuance of a **Final Order** (as that term is defined in the MOU) that substantially conforms with the **Definite Plan** (as that term is defined in the MOU). A copy of the MOU is attached to this Agreement at Exhibit A, and all relevant terms and conditions of the MOU are incorporated herein by this reference.

WHEREAS, Pursuant to Section 3 of Exhibit A of the MOU, on [date] the Renewal Corporation deposited Eight Hundred Ten Thousand Dollars (\$810,000.00) into a trust account (**Trust Account**) at the [] branch of City National Bank (**Bank**) to fund the Siskiyou County Roadway Work, subject to such further terms and conditions for deposits, withdrawals, reporting and accounting, and termination of the account to be established in an implementation agreement to be entered into by the Parties.

WHEREAS, the Parties now enter into this Agreement to implement their respective obligations under Section 3 of Exhibit A of the MOU.

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Trust Account. Within three (3) business days of the Effective Date, the Renewal Corporation shall provide the County with the then current balance of the Trust Account and such other account information as is reasonably necessary for the implementation of this Agreement. The Renewal Corporation shall bear any cost assessed by the Bank to establish and maintain the Trust Account. Unless and until distributed to the County in accordance with this Agreement, all funds held (and any interest accruing thereon) shall be the sole and exclusive property of the Renewal Corporation.

2. Disbursements from Trust Account. Funds held in the Trust Account shall be held subject to the terms and conditions of this Agreement and for the sole purpose of reimbursing the County for actual costs incurred by the County in the performance of the Siskiyou County Roadway Work (**Reimbursement**). Disbursements from the Trust Account for a Reimbursement shall be made pursuant to a Disbursement Authorization, executed by the Authorized Representatives of both Parties pursuant to Section 3 of this Agreement. The Renewal Corporation shall have no obligation to make or approve any disbursement from the Trust Account prior to FERC's issuance of a Final Order that substantially conforms with the Definite Plan. Except as otherwise provided by Section 4 of this Agreement, no other

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disbursement shall be made from the Trust Account to either Party for any purpose whatsoever.

3. Disbursement Authorizations.

3.1 Upon completion of the Siskiyou County Roadway Work (or a portion thereof), the County may submit a request for Reimbursement to the Renewal Corporation. Any such request shall include:

3.1.1 a notice of completed work for which the County is entitled to Reimbursement pursuant to the MOU; and

3.1.2 copies of receipts, invoices, progress reports and other information reasonably required to document the costs actually incurred by the County in the performance of such work.

3.2 Within ten (10) business days of the Renewal Corporation’s receipt of a request for Reimbursement, the Renewal Corporation shall provide the County’s Authorized Representative an authorization for disbursement from the Trust Account (**Disbursement Authorization**), signed by the Renewal Corporation’s Authorized Representative. Upon receipt of a Disbursement Authorization, the County’s Authorized Representative may execute the same indicating its approval thereof and return an executed copy thereof to the Renewal Corporation. Within three (3) business days of date that the Renewal Corporation receives a Disbursement Authorization approved and executed by the County, the Renewal Corporation shall direct the Bank to disperse funds from the Trust Account to the County in an amount equal to the Disbursement Authorization, in accordance with the wiring instructions set forth in Schedule 1 to this Agreement.

3.3 Unless otherwise agreed by the Renewal Corporation, the County shall not submit requests for Reimbursement to the Renewal Corporation more frequently than at thirty (30) day intervals. If the Renewal Corporation receives a request for Reimbursement that exceeds the remaining balance of the Trust Account, the Renewal Corporation may issue a Disbursement Authorization for such request in an amount equal to the remaining balance of the Trust Account, but in no event shall the Renewal Corporation be liable for Siskiyou County Roadway Work in an amount (in the aggregate) in excess of \$810,000.00.

4. Term. The term of this Agreement (**Term**) shall commence as of the Effective Date and shall end on the date that is the earliest of the following dates to occur: (a) one year following the Renewal Corporation’s Contractor’s completion of the work involving heavy loading on Copco Road, Ager Road, and Ager-Beswick Road related to dam removal, (b) the termination of the MOU in accordance with Section 6 of the MOU, or (c) by mutual agreement of the Parties. Upon expiration or termination of the Term, the Renewal Corporation may close the Trust Account and any funds remaining in the Trust Account as of the date of such expiration or termination shall be disbursed to and retained by the Renewal Corporation as its sole and exclusive property.

5. Authorized Representatives. The Parties designate the following individuals to act as their Authorized Representatives for purposes of implementation of this Agreement:

5.5.1 The County:
Thomas Deany

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Director, Siskiyou Department of Public Works
1312 Fairlane Road
P.O. Box 1127
Yreka, CA 96097
Phone: 530-842-8275
Email: tdeany@co.siskiyou.ca.us

5.5.2 The Renewal Corporation:
Laura Hazlett
Chief Operations Officer and Chief Financial Officer
Klamath River Renewal Corporation
2001 Addison Street, Suite 317
Berkeley, CA 94704
Phone: 510-679-6928
Email: lhazlett@klamathrenewal.org

Either Party may designate a successor Authorized Representative by giving the other Party notice of such change in accordance with Section 6.

6. Notices. All notices, consents, requests, demands or other communications required or permitted by this Agreement must be in writing and given by personal delivery, email or certified mail and shall be sent to the respective Party's Authorized Representative. Any such communication by a Party shall be deemed to have been received by the other Party (a) upon the delivery date received by the intended recipient if delivered by hand; (b) five (5) business days after it is sent by certified mail, postage prepaid; or (c) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form.

7. Further Assurances. During the Term, each Party, upon the request of the other Party, shall, without further consideration, execute, deliver and acknowledge all such further documents or instruments as may be reasonably required, and do and perform all such other acts and things as either Party may reasonably request, to effectively carry out the intent of this Agreement.

8. No Third-Party Beneficiaries. This Agreement shall create no rights, responsibilities and/or obligations of any kind whatsoever in, to or from any parties other than the County and the Renewal Corporation.

9. Miscellaneous. This Agreement and the MOU collectively comprise the entire agreement of the Parties with respect to deposits, withdrawals, reporting, accounting and termination of the Trust Account. This Agreement is intended to be and shall be construed as complementary and consistent with the MOU. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the MOU, the terms and conditions of the MOU shall govern and control. This Agreement may not be amended or modified except by a written agreement signed by the Parties. If any terms or conditions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple

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counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. This Agreement shall be governed, as applicable, by the laws of the United State of America and the laws of the State of California.

This Agreement is made by and between the undersigned Parties as of the Effective Date.

<p>COUNTY OF SISKIYOU</p> <p>By: _____ Brandon Criss Chair, Board of Supervisors County of Siskiyou State of California</p> <p>Approved as to Legal Form:</p> <p>By: _____ _____ Edward Kiernan, County Counsel Date</p> <p>Approved as to Accounting Form:</p> <p>By: _____ _____ Diane Olson, Auditor-Controller Date</p>	<p>KLAMATH RIVER RENEWAL CORPORATION</p> <p>By: _____ Laura Hazlett Its: Chief Operations Officer and Chief Financial Officer</p>
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Schedule 1
[Wiring instructions to be provided by the County]

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Exhibit A

**MEMORANDUM OF UNDERSTANDING BETWEEN SISKIYOU COUNTY,
CALIFORNIA AND THE KLAMATH RIVER RENEWAL CORPORATION**



Siskiyou MOU
(executed).pdf

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SISKIYOU COUNTY ROADWAY WORK IMPLEMENTATION AGREEMENT

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RECITALS

WHEREAS, on May 19, 2021, the County and the Renewal Corporation entered into a Memorandum of Understanding (**MOU**) regarding, among other things, the implementation of the **Siskiyou County Roadway Work** (as that term is defined in the MOU) contingent upon the Federal Energy Regulatory Commission's (FERC) issuance of a **Final Order** (as that term is defined in the MOU) that substantially conforms with the **Definite Plan** (as that term is defined in the MOU). A copy of the MOU is attached to this Agreement at Exhibit A, and all relevant terms and conditions of the MOU are incorporated herein by this reference.

WHEREAS, Pursuant to Section 3 of Exhibit A of the MOU, on [date] the Renewal Corporation deposited Eight Hundred Ten Thousand Dollars (\$810,000.00) into a trust account (**Trust Account**) at the [] branch of City National Bank (**Bank**) to fund the Siskiyou County Roadway Work, subject to such further terms and conditions for deposits, withdrawals, reporting and accounting, and termination of the account to be established in an implementation agreement to be entered into by the Parties.

WHEREAS, the Parties now enter into this Agreement to implement their respective obligations under Section 3 of Exhibit A of the MOU.

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Trust Account. Within three (3) business days of the Effective Date, the Renewal Corporation shall provide the County with the then current balance of the Trust Account and such other account information as is reasonably necessary for the implementation of this Agreement. The Renewal Corporation shall bear any cost assessed by the Bank to establish and maintain the Trust Account. Unless and until distributed to the County in accordance with this Agreement, all funds held (and any interest accruing thereon) shall be the sole and exclusive property of the Renewal Corporation.

2. Disbursements from Trust Account. Funds held in the Trust Account shall be held subject to the terms and conditions of this Agreement and for the sole purpose of reimbursing the County for actual costs incurred by the County in the performance of the Siskiyou County Roadway Work (**Reimbursement**). Disbursements from the Trust Account for a Reimbursement shall be made pursuant to a Disbursement Authorization, executed by the Authorized Representatives of both Parties pursuant to Section 3 of this Agreement. The Renewal Corporation shall have no obligation to make or approve any disbursement from the Trust Account prior to FERC's issuance of a Final Order that substantially conforms with the Definite Plan. Except as otherwise provided by Section 4 of this Agreement, no other

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3.1.1 a notice of completed work for which the County is entitled to Reimbursement pursuant to the MOU; and

3.1.2 copies of receipts, invoices, progress reports and other information reasonably required to document the costs actually incurred by the County in the performance of such work.

3.2 Within ten (10) business days of the Renewal Corporation's receipt of a request for Reimbursement, the Renewal Corporation shall provide the County's Authorized Representative an authorization for disbursement from the Trust Account (**Disbursement Authorization**), signed by the Renewal Corporation's Authorized Representative. Upon receipt of a Disbursement Authorization, the County's Authorized Representative may execute the same indicating its approval thereof and return an executed copy thereof to the Renewal Corporation. Within three (3) business days of date that the Renewal Corporation receives a Disbursement Authorization approved and executed by the County, the Renewal Corporation shall direct the Bank to disperse funds from the Trust Account to the County in an amount equal to the Disbursement Authorization, in accordance with the wiring instructions set forth in Schedule 1 to this Agreement.

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4. **Term.** The term of this Agreement (**Term**) shall commence as of the Effective Date and shall end on the date that is the earliest of the following dates to occur: (a) one year following the Renewal Corporation's Contractor's completion of the work involving heavy loading on Copco Road, Ager Road, and Ager-Beswick Road related to dam removal, (b) the termination of the MOU in accordance with Section 6 of the MOU, or (c) by mutual agreement of the Parties. Upon expiration or termination of the Term, the Renewal Corporation may close the Trust Account and any funds remaining in the Trust Account as of the date of such expiration or termination shall be disbursed to and retained by the Renewal Corporation as its sole and exclusive property.

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Thomas Deany

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Director, Siskiyou Department of Public Works
1312 Fairlane Road
P.O. Box 1127
Yreka, CA 96097
Phone: 530-842-8275
Email: tdeany@co.siskiyou.ca.us

5.5.2 The Renewal Corporation:
Laura Hazlett
Chief Operations Officer and Chief Financial Officer
Klamath River Renewal Corporation
2001 Addison Street, Suite 317
Berkeley, CA 94704
Phone: 510-679-6928
Email: lhazlett@klamathrenewal.org

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counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. This Agreement shall be governed, as applicable, by the laws of the United State of America and the laws of the State of California.

This Agreement is made by and between the undersigned Parties as of the Effective Date.

<p>COUNTY OF SISKIYOU</p> <p>By: _____ Brandon Criss Chair, Board of Supervisors County of Siskiyou State of California</p> <p>Approved as to Legal Form:</p> <p>By: _____ _____ Edward Kiernan, County Counsel Date</p> <p>Approved as to Accounting Form:</p> <p>By: _____ _____ Diane Olson, Auditor-Controller Date</p>	<p>KLAMATH RIVER RENEWAL CORPORATION</p> <p>By: _____ Laura Hazlett Its: Chief Operations Officer and Chief Financial Officer</p>
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Schedule 1
[Wiring instructions to be provided by the County]

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Exhibit A

**MEMORANDUM OF UNDERSTANDING BETWEEN SISKIYOU COUNTY,
CALIFORNIA AND THE KLAMATH RIVER RENEWAL CORPORATION**



Siskiyou MOU
(executed).pdf

The following page(s) contain the backup material for Agenda Item: [CONSENT AGENDA](#)
Please scroll down to view the backup material.

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: 5 min Meeting Date: 08/09/2022

OR

Consent

Contact Person/Department: Joy Hall, Flood Control Phone: 842-8259

Address: 190 Greenhorn Rd. Yreka CA 96097

Person Appearing/Title: Joy Hall, Director of General Services

Subject/Summary of Issue:

Deadwood Conservation Camp Program MOU & Program Project Request

Siskiyou County Flood Control and Water Conservation District has contracted with the CalFire - Deadwood Conservation Camp to perform work such as fuel management, hazardous/fire reduction, and trail maintenance.

The MOU is to continue clean up efforts around Lake Siskiyou and other District Properties. This MOU will be effective from July 1, 2022 to June 30, 2027

The Program Project Request is for the term of July 1, 2022 to June 30, 2023 in the not to exceed amount of \$9,985.36

Attached for the Board's consideration is a resolution authorizing the signature of the MOU

Financial Impact:

NO Describe why no financial impact:

YES Describe impact by indicating amount budgeted and funding source below

Amount: \$9,985.36

Fund: 2501 Description: Flood Org.: 205010 Description: Flood

Account: 723000 Description: Prof. Srvs

Activity Code: _____ Description: _____

Local Preference: YES NO

For Contracts – Explain how vendor was selected:

Additional Information:

Recommended Motion:

Staff requests the approval of the Resolution and MOU and Authorize the CAO or designee to initiate future rate agreements as they pertain to the MOU.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) _____ Quantity: _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD
FC-32 (REV. 01/19)

MOU # _____

CAL FIRE USE ONLY	PROJECT NAME Lake Siskiyou
	DATE 07/25/2022
	FC-79 CODING PR

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME DEADWOOD CONSERVATION CAMP	
	ADDRESS 17140 MCADAMS CREEK ROAD	
	CITY, STATE FORT JONES, CA	
	PHONE 530-468-2235	FAX 530-468-2418

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW			
INITIAL INSPECTION X			
SECURITY FORM PREPARED X			
SUPERVISION LEVEL	1	2 X	3
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY	
SPONSORING AGENCY	NAME Siskiyou County Flood Control & Water Conservation District
	ADDRESS 190 Greenhorn Road
	CITY, STATE Yreka, CA 96097
	PHONE 530-842-8220
	FAX 530-842-8288
	EMAIL
	COMMENTS: Direct contact for Joy Hall 530-842-8259 jdhall@co.siskiyou.ca.us Joy Hall 842-8272 jdhall@co.siskiyou.ca.us Project Contact: Josh 643-1634 Kevin 598-7916

CAL FIRE-CHECKLIST	
CAL FIRE USE ONLY	INITIAL INSPECTION X
	PROJECT NUMBER 2PJ2R003
	IIPP-2 JOB HAZARD ANALYSIS X
	IIPP-3 CODE OF SAFE PRACTICES X
	IIPP-4 JOB SAFETY SURVEY X
	IIPP-6 EMPLOYEE TRAINING X
	CEQA/NEPA COMPLETED Sponsor Resp.
FC-31 ATTACHED AND SIGNED X	
SLASH & PILE BURNING PROCEDURES Per 8100 Checklist	

PROPERTY OWNER

PRIVATE PROPERTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NON PROFIT ORGANIZATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	FORM CAL FIRE-719 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPERTY OWNER Siskiyou County Flood Control & Water Conservation District		
ADDRESS 190 Greenhorn Road		
CITY/STATE/ZIP Yreka CA 96097	PHONE 530-842-8220	
DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary) Thin fuels and treat via running material through the District's chipper, making piles and burning, trail maintenance and pulling obnoxious weeds. The project area is located on all District owned lands mainly around Lake Siskiyou.		



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD
 FC-32 (REV. 01/19)

PERIOD WORK CAN BE PERFORMED 07/01/22 - 06/30/23		ESTIMATED CREW DAYS
REQUESTED START DATE 07/01/22	REQUESTED FINISH DATE 06/30/23	
PLANS ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

PROJECT NAME Lake Siskiyou	SPONSOR'S PRIORITY
PROJECT LOCATION Lake Siskiyou, Mount Shasta CA and other District Properties	
GPS COORDINATES	

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Fuel reduction, watershed improvement, fire defense, reduced suppression costs, elimination of hazards, recreation.

PROJECT SLASH & PILE BURNING PROCEDURES

- | | |
|---|--|
| <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO Predicted Fire Weather Watches or Warnings |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO Hazard Reduction Pile Burning Checklist (8100) |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO Sponsor has a valid burn permit on site. |
| <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO All slash & piles will be consumed or extinguished prior to crew leaving project site. |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO Notification to agency with fire suppression responsibility for the project burn site. |



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
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CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD
 FC-32 (REV. 01/19)

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES		
	SPECIAL TOOLS	CHIPPER	AS NEEDED
	VEHICLE OPERATIONS		
	TECHNICAL SUPERVISION AND LABOR		
	OTHER (DESCRIBE)		

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY	SERVICES WILL BE BILLED QUARTERLY	INVOICE BALANCE DUE 30 DAYS FROM BILLING DATE	
	FINANCIAL RECORDS WILL BE RETAINED FOR 10 YEARS		
	Total \$200/day (plus current ENY administrative fee)	13.47% Admin Fee+\$200	\$226.94/day

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE DIVISION CHIEF <i>[Signature]</i>	DATE 7/29/2022
	CONSERVATION CAMP COMMANDER <i>Ernie Rausch</i>	DATE 7/29/2022
	UNIT CHIEF DocuSigned by: <i>Phillip R. Anza</i>	DATE 7/29/2022

Sponsors Signature	
NAME (PRINT)	Brandon Criss
SIGNATURE	DATE
TITLE	Chair, Board of Directors of the Siskiyou County Flood Control and Water Conservation District

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING
FC-31 (Rev. 11/10)
MOU # _____ Master Agreement # _____

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE) and Siskiyou County Flood Control & Water Conservation District (Sponsor).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
 1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
 4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
 1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
 2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
 3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
 4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J.E Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect from July 1, 2022 to June 30, 2027 unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE
7/29/2022

Date: _____

DocuSigned by:
By:  _____

Print Name: Shawn Raley

Title: Division Chief

Address: 17140 McAdams Creek Rd
Fort Jones, CA 96032

SPONSOR Siskiyou County Flood Control & Water Conservation District

Date: _____

By: _____

Print Name: Brandon Criss

Title: Chair, Board of Directors

Address: 190 Greenhorn Rd., Yreka CA 96097

RESOLUTION NO. _____

**BOARD OF DIRECTORS OF THE SISKIYOU COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT,
COUNTY OF SISKIYOU, STATE OF CALIFORNIA
APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND ASSOCIATED
CONSERVATION CAMP PROJECT REQUEST**

WHEREAS, the Siskiyou County Flood Control and Water Conservation District (the "District") owns approximately 2,000 acres of forested property surrounding Lake Siskiyou; and

WHEREAS, the District maintains this property and others within its boundaries, including on or around Tennant, Bray, and Meiss Lake (the "Properties"); and

WHEREAS, as part of the District's maintenance of the Properties the District engages in fuel reduction projects, which includes burning of excess brush; and

WHEREAS, partnering with the Deadwood Conservation Camp to accomplish such tasks results in a substantial cost savings; and

WHEREAS, the District desires to enter into a Memorandum of Understanding (the "MOU") with the California Department of Forestry and Fire Protection for this purpose, and

WHEREAS, the effective date of the MOU would be July 1, 2022, and would expire, unless extended in writing, on June 30, 2027; and

WHEREAS, funds are available in budget 2501-205010-723000 to accomplish this partnership.

NOW, THEREFORE, BE IT RESOLVED that the Siskiyou County Flood Control and Water Conservation District:

1. Approves the attached Memorandum of Understanding ("MOU");
2. Authorizes the Chair of the Flood District to execute the MOU.

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Flood Control and Water Conservation District of the County of Siskiyou, State of California, held on the ____ day of _____ 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

BRANDON A. CRISS, CHAIR
Board of Directors of the Siskiyou
County Flood Control and Water
Conservation District
County of Siskiyou
State of California

By: _____

Deputy

The following page(s) contain the backup material for Agenda Item: [July 12, 2022](#)
Please scroll down to view the backup material.

State of California, County of Siskiyou

Board of Supervisors Minutes, July 12, 2022

The Honorable Board of Supervisors of Siskiyou County, California, met in regular session this 12th day of July 2022; there being present Supervisors Brandon Criss, Michael N. Kobseff, Ray A. Haupt, Nancy Ogren and Ed Valenzuela, County Administrator Angela Davis, County Counsel Edward J. Kiernan, and County Clerk and ex-Officio Clerk of the Board of Supervisors Laura Bynum by Deputy County Clerk Wendy Winningham.

The meeting was called to order by Chair Criss. Pursuant to AB23, the Clerk announced that the Board members receive no additional compensation for sitting as members of the Siskiyou County Flood Control and Water Conservation District, County Service Area No. 4 and In Home Supportive Services Public Authority. Detective Mireya Masson led in the salute to the flag of the United States of America.

Invocation - Siskiyou County Sheriff Chaplain Jim Howe provided an invocation.

Presentations from the Public

Agricultural Commissioner Jim Smith appeared before the Board and provided an update regarding recent bear and mountain lion activity within the County. Mr. Smith voiced concerns regarding the potential negative impacts associated with the Fish and Wildlife Department's handling of predatory animals and suggested a future agenda item to discuss the issue.

Audience member Lynn Beach appeared before the Board, sharing concerns regarding Dominion Voting machines and sharing support for the Humboldt County Election Transparency Project.

Public Requests - Deputy Sheriff's Association - Presentation to the Board re the current state of the Union. Presentation and discussion only.

Deputy Sheriff's Association (DSA) representatives Detective Mireya Masson and Deputy Sheriff Mike Johnson appeared before the Board. Mr. Johnson provided an overview of the request, sharing concerns regarding the negative impacts associated with recent labor negotiations between the DSA and the Board on DSA members' moral and staffing in the Sheriff's Office. Mr. Johnson additionally shared concerns regarding the number of staff that have left the County for employment elsewhere. Mr. Johnson requested that the Board read/review a recently released fact finding report concerning DSA members' overpayment due to an Auditor error.

Ms. Masson voiced concerns regarding the labor negotiation process and concerns regarding proposed termination of compensation for participation in Sheriff's special teams.

The Chair opened the item to public comments.

Audience member Jeffery Edgerly appeared before the Board, sharing concerns regarding the negative impacts associated with increased crime, etc. due to reduced law enforcement staff and speaking in support of the Deputies and their union.

Sheriff Sergeant Louis Mero voiced support for the DSA and concerns regarding the negative impacts associated with reduced law enforcement members in the County.

Deputy Sheriff Richard Ortiz appeared before the Board, voicing support for the DSA and their requests related to pay/compensation.

Sheriff Sergeant Sam Kubowitz appeared before the Board, voicing concerns regarding the negative impacts associated with reduced law enforcement staffing and shared support for the DSA and their requests related to pay/compensation.

Local resident Shawn Gordon appeared before the Board, voicing concerns regarding the negative impacts associated with reduced law enforcement staffing and shared support for the DSA and their requests related to pay/compensation.

Continued...

Public Requests - Deputy Sheriff's Association – (continued)

Lieutenant Ben Whetstine appeared before the Board, voicing concerns regarding the negative impacts associated with reduced law enforcement staffing and the County's contracted labor negotiator.

Audience member Karen Cabron appeared before the Board, voicing support for the DSA and their requests related to pay/compensation.

Undersheriff James Randall appeared before the Board, voicing concerns regarding the impacts associated with reduced staffing, the need to utilize Deputies to assist/staff at the Jail, the loss of law enforcement staffing to local jurisdictions and voiced support for the Deputies' requests.

Sheriff Jeremiah Larue appeared before the Board and voiced concerns regarding the impact of the loss of law enforcement and dispatch staff and requested the Board's assistance in navigating the labor negotiation process.

Local resident Holly Hansard suggested elimination of the Dominion Voting machines in order to increase pay/compensation for the County's deputies. In addition, Ms. Hansard encouraged the Board to view a video entitled: 2000 Mules.

Discussion followed between members of the Board, DSA representative Detective Levi Machado and County Administrator Angela Davis regarding the required rules of engagement associated with labor negotiations, the recently released fact finding report and the current status of impasse in the negotiations.

Consent Agenda – Approved.

At Supervisor Haupt's request, item 5B, County Administration's letters to the Klamath National Forest in support of projects in the 2022 Schedule of Proposed Action (SOPA) was pulled from the consent agenda for discussion.

It was moved by Supervisor Kobseff, seconded by Supervisor Ogren and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES, that the following consent agenda is approved, and the Chair and/or clerk authorized to execute/record any necessary documents:

County Administration

Authorize the Chair of the Board to sign the letter for submission with the responses to the Civil Grand Jury.

County Administration

Approve the Proclamation and authorize all five Board members to sign.

County Administration - Personnel

Adopt Resolution P 22-113 delegating authority to the Deputy County Administrator – Personnel and Risk Management Officer or the County Administrator to submit applications or make determinations for disability retirement or industrial disability retirements for employees of the County of Siskiyou.

County Administration - Personnel

Adopt Resolution P 22-114 memorializing the medical contribution for employees covered by the Siskiyou County Correctional Peace Officer Association Memorandum of Understanding.

County Administration - Personnel

Adopt Resolution P 22-115 memorializing the medical contribution for employees covered by the Elected Department Head resolution effective January 1, 2023.

County Administration - Personnel

Ratify/adopt Resolution P 22-116 amending the Siskiyou County Position Allocation List to make revisions as detailed in the attached Resolution effective July 10, 2022.

Continued...

Consent Agenda – (continued)

County Clerk

Approval of requests from the cities of Dorris, Dunsmuir, Etna, Montague, Mt Shasta, Tulelake, Weed, Yreka and the Town of Fort Jones; as well as the Community Services Districts of Happy Camp, Tennant, Lake Shastina and McCloud, Fire Protection Districts of Happy Camp, Montague, Mt Shasta, South Yreka and Tulelake Multicounty, Weed Recreation and Parks District and Tulelake Irrigation District, to consolidate their election with the Statewide General Election and authorize the County Clerk to provide necessary election services.

Community Development

Approve the 2nd Addendum for Prentice Long Contract.

Dunsmuir Recreation and Parks District

Approve the Resolution 22-117 for a temporary loan in the amount of \$60,000 to the Dunsmuir Recreation and Parks District, which loan shall be repaid to the County on or before April 10, 2023.

General Services - Sanitation

Approve 5th Addendum with Scott Valley Disposal.

Health and Human Services - Public Health Division

Approve and authorize the Chair to sign the Third Addendum to Contract for Services between Harold's Cleaning and Siskiyou County Health and Human Services Agency, Public Health Division for the period of July 1, 2022 through June 30, 2025, with a total amount of the Contract not to exceed \$255,500.

Health and Human Services - Social Services Division

Approve and the Chair sign the Contract for Services between Siskiyou County Health and Human Services Agency and Siskiyou Child Care Council which is effective July 1, 2022 through June 30, 2023.

Public Works

Approve and sign this rate contract for Hunt & Sons, Inc. to supply Public Works with Lubricants and Solvents.

Public Works

Approve and sign the 2nd addendum between Pace Engineering, Inc. and Siskiyou County Road Department for services needed.

Sheriff

Approve and authorize Board Chair to sign Contract between Cordico and Siskiyou County Sheriff's Office.

Sheriff

Approve and authorize Board Chair to sign Contract between Chaplain Keith Bradley and Siskiyou County Sheriff's Office.

Sheriff

Accept the donation from Redding Police Department and allow the Auditor to allocate it to our inventory.

Sheriff

Approve and ratify the Sheriff to enter a contract with Axon Enterprises, Inc. for body camera and cloud evidence storage for the term July 1, 2022 - June 30, 2027. Allow the Auditor to make appropriations.

Sheriff

Approve the letter and authorize the Chair to sign.

Continued...

Consent Agenda – (continued)

Transfer of Funds - Planning - \$50,000. Resolution 22-118 adopted.

Transfer of Funds - Probation - \$2,718. Resolution 22-119 adopted.

Transfer of Funds - Sheriff - \$49,000. Resolution 22-120 adopted.

County Administration - Approve three letters to the Klamath National Forest in support of projects within the 2022 second quarter Schedule of Proposed Action (SOPA). Approved.

This item was pulled from the consent agenda at Supervisor Haupt's request.

Supervisor Haupt shared concerns regarding the proposed reduction or elimination of aerial application of fire retardant to fight wildfires on National Forest lands and the potential negative impact to local communities most often affected by wildfires. Supervisor Haupt advised of the need to draw attention to the proposal.

Brief discussion followed between members of the Board regarding the need for a future agenda item to discuss the issue with CalFire and the US Forest Service.

It was moved by Supervisor Haupt, seconded by Supervisor Kobseff and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES to approve three letters of support for projects on the 2022 second quarter Schedule of Proposed Action (SOPA) and authorize the Chair to sign.

Presentations from the Public

Participation in presentations from the public by various members of the public was provided via teleconference phone.

Caller Michael Huffman read from the Declaration of Shawn A. Smith in the Kari Lake, Plaintiff v. Katie Hobbs, Arizona Secretary of State, et al., Defendants case concerning the use of Dominion Vote machines in Arizona.

Audience members Alma Geib and Ben Madison appeared before the Board and read from the Declaration of Shawn A. Smith in the Kari Lake, Plaintiff v. Katie Hobbs, Arizona Secretary of State, et al., Defendants case concerning the use of Dominion Vote machines in Arizona.

Audience members Holly Hansard and Bill Schmidt shared concerns regarding the County's use of Dominion Voting machines. Ms. Hansard a one-page document regarding Jovan Hutton Pulitzer.

Audience member Daniel Simon presented a five-page packet, sharing concerns regarding the County's use of the Dominion Voting machines and sharing support for the Humboldt County Election Transparency Project.

Caller Alice Rogers voiced concerns regarding the comments made in support of the Declaration of Shawn A. Smith and associated conspiracy theories regarding the election.

Audience members Jeffrey Edgerly and Louise Gliatto spoke in support of the County using paper ballots to conduct future elections.

County Administration – Personnel - Informational presentation re Side Letter Agreements with the Organized Employees of Siskiyou County (OESC) Miscellaneous and Management Units pertaining to salary for Communications Dispatcher classifications in the Sheriff's Office, effective July 10, 2022. Presentation and discussion only.

Deputy County Administrator Melissa Cummins appeared before the Board, introducing Organized Employees of Siskiyou County (OESC) representative Matt Rokes.

Ms. Cummins provided an overview of the request, advising that the side letter agreements pertained to Communications Dispatcher salaries.

Sheriff Jeremiah Larue and Mr. Rokes briefly commented regarding the side letters agreement process.

County Administration – Personnel - Discussion, direction and possible action re Resolution regarding certain terms and conditions of employment for Elected Department Heads, effective July 12, 2022. Resolutions P 22-121 and P 22-122 adopted.

Deputy County Administrator Melissa Cummins appeared before the Board, and provided an overview of the request to approve salaries and benefits for Elected Department Heads. In addition, Ms. Cummins advised that certain benefits would not change or be effective until February, 2027 (following the next election cycle).

It was moved by Supervisor Valenzuela, seconded by Supervisor Kobseff and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES, to adopt Resolution P 22-121 regarding certain terms and conditions of employment for Elected Department Heads effective July 12, 2022.

It was moved by Supervisor Valenzuela, seconded by Supervisor Criss and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES, to adopt Resolution P 22-122 amending the Siskiyou County Salary Schedule as detailed in the Resolution, effective July 24, 2022.

County Administration – Personnel - Discussion, direction and possible action re first reading of an ordinance amending Section 2-6.10 of Chapter 6 of Title 2 of the Siskiyou County Code regarding salary and benefits for the Siskiyou County Board of Supervisors. First reading of proposed ordinance was table to a later meeting date.

Deputy County Administrator Melissa Cummins appeared before the Board, and provided an overview of the request increase Board of Supervisor members' salaries and provide employee benefits similar to the Elected Department Head Unit. Ms. Cummins requested a correction to page five of the red-lined version (add an 's' to Supervisor on the bottom of page 5 of the ordinance red-lined version) and further advised that should this first reading be approved, the second reading could be on August 2nd and the ordinance would become effective October 2, 2022.

It was moved by Supervisor Valenzuela to table the proposed ordinance to a later meeting date following the completion of various labor negotiations.

Discussion followed between members of the Board regarding the proposed ordinance, the proposed benefit/salary amendments, ongoing labor negotiations with other County department units/unions and the suggested delay in approving the draft ordinance.

There were no public comments received regarding this item.

Supervisor Criss seconded Supervisor Valenzuela's motion to table the ordinance to a later date.

Following a roll call vote with Supervisors Kobseff, Valenzuela, Ogren and Criss voting YES and Supervisor Haupt voting NO, the motion to table the proposed ordinance to a later meeting date following the completion of various labor negotiations carried.

County Administration - Discussion, direction and possible action re first reading of an Ordinance amending Chapter 1 of Title 2 of the Siskiyou County Code adopting Sections 2-1.18 through 2-1.26 related to administration of County Airports. First reading approved; public hearing for second reading set on August 2, 2022.

County Administrator Angela Davis provided an overview of the request revise the Siskiyou County Code with regard to administration of County airports.

It was moved by Supervisor Kobseff, seconded by Supervisor Ogren and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES to introduce, waive, and approve the first reading of the Ordinance amending Title 2 "Administration" Chapter 1 "Airports" of the Siskiyou County Code to add Sections 2-1.18 through 2-1.26, and direct the Clerk to schedule a public hearing on, and second reading of the Ordinance on August 2, 2022.

Public Hearings - Community Development - Planning Division - Public hearing for the second reading of an ordinance amending Sections 10-6.1601(n) and 10-6.1601(ac)(9) of the Siskiyou County Code regarding application fees and amending the Planning Fee Schedule, Article 16 (Continued from June 14, 2022). Ordinance 22-14 adopted.

This was the time set for a public hearing for the second reading of an ordinance amending Sections 10-6.1601(n) and 10-6.1601(ac)(9) of the Siskiyou County Code regarding application fees and amending the Planning Fee Schedule, Article 16, having been introduced on June 14, 2022.

Chair Criss opened the public hearing.

Community Development Director Rick Dean provided a brief overview of the request, advising that approval of the ordinance would allow the Department to 'pass-through' certain costs associated with Planning projects and to update Surface Mining And Reclamation Act (SMARA) language.

In response to Chair Criss, Deputy County Clerk Wendy Winningham advised that the Clerk's Office had not received correspondence related to this item.

There being no public comments received, the public hearing was declared closed.

It was moved by Supervisor Valenzuela, seconded by Supervisor Kobseff and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES, to introduce, waive the second reading and approve adoption of an Ordinance, 22-14, amending sections 10-6.1601(n) and 10-6.1601(ac)(9) regarding Planning Division pass through fees and minor SMARA code update respectively of the Siskiyou County Code.

Public Hearings - Community Development - Public hearing to consider Resolution directing staff to issue a Notice of Non-Renewal for Williamson Act Contract Nos. 71067, 95001 and 20-02-1, involving the following Assessor's Parcel Numbers: 041-120-060 (Davies-Pina), 041-132-260 (Macay), 041-120-020 (Zavala), 041-120-040 (Murrillo), 041-120-010 (Hochberg), 041-120-050 (Hain), 022-100-180, 022-110-120 (Giant Alliance Holdings LLC), 015-530-270, 015-530-100 and 015-550-220 (Golden Willow Ranch LLC). Resolution 22-123 adopted.

This was the time set for a public hearing to consider a Resolution directing staff to issue a Notice of Non-Renewal for Williamson Act Contract Nos. 71067, 95001 and 20-02-1, involving the following Assessor's Parcel Numbers: 041-120-060 (Davies-Pina), 041-132-260 (Macay), 041-120-020 (Zavala), 041-120-040 (Murrillo), 041-120-010 (Hochberg), 041-120-050 (Hain), 022-100-180, 022-110-120 (Giant Alliance Holdings LLC), 015-530-270, 015-530-100 and 015-550-220 (Golden Willow Ranch LLC).

Chair Criss recused himself from consideration of this item and left the Board Chambers.

Vice Chair Valenzuela opened the public hearing.

Deputy County Clerk Wendy Winningham briefly summarized the order of presentation.

Assistant Planner Bernadette Cizin appeared before the Board, providing an overview of the request, including a staff report detailing Planning staff's recommendation that the three Williamson Act Contracts, numbers 71067, 95001 and 20-02-1, not be renewed. In addition, Ms. Cizin recommended that the project be declared exempt under California Environmental Quality Act (CEQA) and requested adoption of the associated Resolution.

In response to the Vice Chair, Ms. Winningham advised that the Clerk's Office had not received correspondence related to this item.

There being no public comments received, the public hearing was declared closed.

It was moved by Supervisor Valenzuela, seconded by Supervisor Haupt and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela and Ogren voting YES and Supervisor Criss RECUSED to adopt the Resolution, 22-123, directing staff to issue a Notice of Non-Renewal to Williamson Act Contracts No. 71067, 95001 and 20-02-1, and hereby taking the following actions: the Board of Supervisors determine that the proposed issuance of Non-Renewals of Williamson Act contracts is categorically exempt under Section 15317 of the CEQA Guidelines; and authorize staff to process the Notice of Non-Renewals with any changes directed by the Board.

Continued...

Public Hearings - Community Development – (continued)

Supervisor Criss returned to the Board Chambers.

Board of Supervisors' Requests - Board of Supervisors - Review status of local emergency related to drought declared by Resolution 22-74, adopted on April 5, 2022; action to extend or terminate local emergency. Local emergency extended.

It was moved by Supervisor Valenzuela and seconded by Supervisor Haupt to extend the local emergency related to drought as declared by Resolution 22-74.

Supervisor Haupt provided a brief update regarding the Scott Valley irrigation water curtailment orders, advising that enforcement of the orders had relaxed some due to recent weather/storms.

The Chair called for the question and the motion to extend the local emergency carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES.

Board of Supervisors' Requests - Board of Supervisors - Review status of local emergency related to the proliferation of illegal cannabis cultivation as declared by Resolution 20-18, adopted on January 21, 2020; action to extend or terminate local emergency. Local emergency extended.

It was moved by Supervisor Haupt, and seconded by Supervisor Kobseff, and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES, to extend the local emergency related to the proliferation of illegal cannabis cultivation as declared by Resolution 20-18.

Appointments - County Clerk - Appointment of two members to the scheduled vacancies on the Dunsmuir Recreation and Parks District, for terms ending June 30, 2026. William Newman and Stephen Cutting appointed.

Deputy County Clerk Wendy Wunningham provided an overview of the request, advising that incumbents William Newman and Stephen Cutting were interested in reappointment and eligible to serve on the District Board.

It was moved by Supervisor Valenzuela, seconded by Supervisor Kobseff and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting Yes, to appoint William Newman and Stephen Cutting to the scheduled vacancies on the Dunsmuir Recreation and Parks District, for terms ending June 30, 2026.

Appointments - County Clerk - Appointment of two members to the scheduled vacancies on the Mt. Shasta Recreation and Parks District, for terms ending June 30, 2026. Heather De Arton and John Courtney appointed.

Deputy County Clerk Wendy Wunningham provided an overview of the request, advising that incumbent Heather De Arton was interested in reappointment and eligible to serve on the District Board. In addition, Ms. Wunningham advised that local resident John Courtney was interested in serving and eligible as an active registered voter residing within the District.

It was moved by Supervisor Valenzuela, seconded by Supervisor Ogren and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting Yes, to appoint Heather De Arton and John Courtney to the scheduled vacancies on the Mt. Shasta Recreation and Parks District, for terms ending June 30, 2026.

Appointments - County Clerk - Appointment of one member to the unscheduled vacancy on the Modoc Siskiyou Community Action Agency (MSCAA) Board of Directors, for a term ending December 31, 2023. Continued to a later date.

Deputy County Clerk Wendy Wunningham provided an overview of the request, advising that the Clerk's Office had not received any letters of interested in serving on the Modoc Siskiyou Community Action Agency (MSCAA) Board of Directors. Ms. Wunningham requested that the item be continued.

Chair Criss advised that the item was continued to a later date.

Minute Approval - June 14, and June 21, and July 5, 2022. Approved.

It was moved by Supervisor Kobseff, seconded by Supervisor Ogren, and carried, following a roll call vote with Supervisors Haupt, Kobseff, Valenzuela, Ogren and Criss voting YES, to approve the June 14 and 21, and July 5, 2022 minutes as presented.

Closed Session - Conference with legal counsel, existing litigation pursuant to Government Code §54956.9(a), two cases, conference with legal counsel, existing litigation pursuant to Government Code §54956.9(d)(1), four cases, conference with legal counsel, anticipated litigation pursuant to Government Code §54956.9, significant exposure to litigation pursuant to Government Code §54956.9(d)(2), one case, conference with labor negotiators pursuant to Government Code §54957.6, commenced at 12:10p.m., concluded at 2:13p.m., with no action taken.

Report On Closed Session

County Counsel Edward J. Kiernan announced that closed session concluded at 2:13p.m., with the following:

With regard to item 15C, Conference with legal counsel, existing litigation pursuant to Government Code §54956.9(d)(1), name of case: Siskiyou Hospital, Inc., dba Fairchild Medical Center v. County of Siskiyou, et al., Siskiyou County Superior Court Case No. SCCVPT 19-01501, Mr. Kiernan advised that Supervisor Haupt stepped out of the Board Chambers from 12:10-12:17.

With regard to item 15E, Conference with legal counsel, anticipated litigation pursuant to Government Code §54956.9, significant exposure to litigation pursuant to Government Code §54956.9(d)(2), one case, Mr. Kiernan advised that Supervisor Ogren stepped out of the Board Chambers from 1:38-1:40.

Board and Staff Reports

Supervisor Haupt advised of his attendance at a Klamathon Community reunion event along with Supervisor Criss and various County staff.

Supervisor Valenzuela advised of his plans to attend an upcoming California State Association of Counties (CSAC)

Supervisor Ogren reported on her attendance at an Economic Recreation World Communities workshop, efforts made to assist the Siskiyou County Republican Women’s Club with cleaning up the Siskiyou Golden Fair flower garden and ongoing efforts to work on homelessness initiatives/project in Yreka.

Supervisor Criss advised of his attendance at a meeting with Mt. Shasta Forest Property Owners Association Executive Committee regarding various issues in the McCloud area. In addition, Supervisor Criss advised of attending a recent Sierra-Sacramento Valley EMS Agency JPA meeting.

Adjournment - There being no further business to come before the Board of Supervisors, the meeting was adjourned.

Attest:

Laura Bynum, County Clerk

Brandon A. Criss, Chair

By: _____
Deputy