MODOC COUNTY BOARD OF SUPERVISORS

Ned Coe, Supervisor District I
Shane Starr, Supervisor District II
Kathie Rhoads, Supervisor District III
Elizabeth Cavasso, Supervisor District IV
Geri Byrne, Supervisor District V

Kathie Rhoads
Chairperson

Chester Robertson
County Administrative Officer

Board of Supervisors Room
204 S. Court St., Room # 203, Alturas, CA 90101
(530) 233-6201
http://www.co.modoc.ca.us/

REGULAR MEETING

AGENDA FOR TUESDAY, JULY 25, 2023
10:00 AM

10:00 AM Call to Order

Pledge of Allegiance

Moment of Prayer

Public Comment: *This is the time set aside for citizens to address the Board on matters on the consent agenda and matters not otherwise on the agenda. Comments should be limited to matters within the jurisdiction of the Board. If your comment concerns an item shown on the agenda please address the Board after that item is open for public comment. By law, the Board cannot take action on matters that are not on the agenda. Unless otherwise announced, the Chair reserves the right to limit the duration of each speaker to three minutes. Speaker may not cede their time.*

Agenda items with times listed will be considered at that time all other items will be considered as listed on the agenda or as deemed necessary by the Chair.

Approval or Additions/Deletions to Agenda

Correspondence

a. Correspondence Received - Letter from the State of California Office of Attorney General

Department Head Reports

1. Consent Agenda Items:

1.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and Director of Social Services to sign a contract via DocuSign between the County of Modoc and County of Shasta for the Homeless Management Information System (HMIS), not to exceed $442.56, effective July 1, 2023 through December 31, 2023. (Social Services)

1.b. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Social Services to sign an annual Memorandum of Understanding (MOU) between the Modoc County Department of Social Services and Modoc County Sheriff's Office for "after-hours" dispatch services not to exceed $10,000.00, effective July 1, 2023 through June 30, 2024. (Social Services)

1.c. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign an amended contract #2023-71 between the County of Modoc and Women's Recovery Services in order to meet SABG Provision requirements, not to exceed $50,000.00, effective July 1, 2023 through June 30, 2024. (Behavioral Health)

1.d. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign the amended contract between the County of Modoc and Cornerstone Door and Windows Inc. for the purchase and installation of 2 (two) new front doors and entryway, not to exceed $53,370.00 and approve of a bid exemption pursuant to County Code 3.24.060 (B) (2), effective May 23, 2023. (Health Services)

1.e. CONSIDERATION/ACTION: Requesting approval of the July 14, 2023 Board of Supervisors meeting minutes. (Clerk of the Board)

2. Watermaster Items:

2.a. CONSIDERATION/ACTION: Requesting approval of a Resolution requesting the collection of charges on the County tax roll for Watermaster fees for Fiscal Year 2023-2024. (Watermaster)

3. Treasurer/Tax Collector Items:

3.a. CONSIDERATION/ACTION: Requesting approval to distribute the 2022 Tax Sale Excess Proceeds as detailed in the 2022 excess proceeds distribution report. (Treasurer/Tax Collector)

4. Auditor Items:

4.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign an agreement between the County of Modoc and The SpyGlass Group, LLC to analyze our telecommunications service accounts to seek cost recovery, service elimination, and cost reduction recommendations. (Auditor)

5. Sheriff/Coroner Items:

5.a. CONSIDERATION/ACTION: Requesting permission to close out the Correctional Officer III class specification within the Sheriff's Office, effective June 30, 2023. (Sheriff's Office)

5.b. CONSIDERATION/ACTION: Requesting permission to close out the Correctional Project Coordinator class specification within the Sheriff's Office, effective June 30, 2023. (Sheriff's Office)

5.c. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign the Master Service Agreement between the Modoc County Sheriff's Office and Lexipol, LLC for the purchase of the Cordico Mobile Wellness App, not to exceed an annual fee of $4,999.00, effective upon signature and remains active until written notice of non-renewal to the other party at least sixty (60) days prior to renewal. (Sheriff's Office)

5.d. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a purchase agreement with DataWorks Plus, for the purchase of a QR Code Interface, not to exceed $2,785.00. (Sheriff's Office)

5.e. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign an annual maintenance agreement with DataWorks Plus, not to exceed $4,566.34, effective August 1, 2023 through July 31, 2024. (Sheriff's Office)

6. Public Works Items:

6.a. CONSIDERATION/ACTION: Requesting approval to authorize solid waste cleanup days August 11-14, 2023 for the Likely Community to conduct debris removal, not to exceed $10,000.00. (Public Works)

7. Administrative Services Items:

7.a. CONSIDERATION/ACTION: Requesting approval of a Resolution amending the pay schedule, outline of benefits and supplemental pay for non-represented Appointed/At-Will employees by the County of Modoc, effective August 1, 2023. (Administrative Services)

8. Board of Supervisors Items:

8.a. CONSIDERATION/ACTION: Requesting approval to appoint Heather Kelly to the position of Agriculture Commissioner, Sealer of Weights and Measures, Air Pollution Control Officer at $9,427.00 monthly, for a four-year term, pursuant to Food and Agriculture Code Section 2121, effective August 14, 2023. (Board of Supervisors)

8.b. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a Memorandum of Understanding (MOU) between the County of Modoc, County of Shasta, County of Lassen, and the County of Siskiyou for collaborative services to be provided to establish a Pesticide Takeback Disposal Event, effective upon signature by all parties through June 30, 2024. (Agriculture)

9. Comments/Reports:

a. Public Comments
b. Administrative Services Report
c. Department Head Reports
d. Board of Supervisors Reports

10. Closed Session:

10.a. CLOSED SESSION: Pursuant to CA Government Code 54957; Performance Evaluation; Title: Director of Health Services. (Administrative Services)

ADJOURNMENT

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aides in order to participate in the public meeting should make the request to the Clerk of the Board at least 48 hours prior to the meeting.
If you wish to review the attachments available for each item you can view them at the Clerk of the Board's Office which is located at 204 S. Court Street, Room #204, Alturas, CA 96101 or you can find them on our website at:
http://modoccountyca.iqm2.com/Citizens/Media.aspx You may also contact the Clerk of the Board at (530) 233-6201 or by email at clerkoftheboard@co.modoc.ca.us

NOTICE TO PUBLIC: NO PURSES, BACKPACKS, OR BAGS OF ANY KIND ARE PERMITTED IN THE BOARD OF SUPERVISORS CHAMBERS/MEETING ROOM.

POSTED ON BOARDROOM DOOR, COURTHOUSE BULLETIN BOARD AND THE ALTURAS POST OFFICE, JULY 20, 2023.

NEXT REGULAR BOARD OF SUPERVISORS MEETING WILL BE 10:00 AM, AUGUST 8, 2023.

State of California
Office of the Attorney General

ROB BONTA
ATTORNEY GENERAL

July 17, 2023

To: All Cities and Counties in California

Dear Colleagues:

In recent years, the Legislature has passed several laws responding to California's housing crisis by mandating that local governments ministerially approve proposed housing developments under certain circumstances. Such laws include (but are not limited to) Senate Bill 9 (SB 9) (Gov. Code §§ 65852.21, 66411.7), which took effect January 1, 2022, and addresses lot splits and duplexes in single-family zoned neighborhoods, and Assembly Bill 2011 (AB 2011), which takes effect July 1, 2023, and addresses affordable housing permitting on commercial zoned land.

Following the enactment of SB 9, some local jurisdictions enacted "urgency zoning ordinances" aiming to restrict or impose additional requirements on projects that were otherwise subject to ministerial approval under SB 9. Interim urgency ordinances provide a procedural tool to quickly respond to an immediate threat to public health, safety, or welfare, and do not circumvent the substantive requirements of state housing laws such as SB 9 or AB 2011. This guidance reminds local jurisdictions of the strict state law requirements that apply to the enactment of urgency ordinances. The Attorney General encourages local jurisdictions to review their existing urgency ordinances for validity, and properly implement California's housing laws moving forward.

Analysis

A. Legal Requirements for Urgency Ordinances

1. "Current and Immediate Threat to Public Health, Safety, or Welfare"

Under limited emergency circumstances, local jurisdictions may pass urgency zoning ordinances that prohibit projects and land uses that conflict with a city's planning or zoning. (Gov. Code, § 65858, subds. (a)-(c); see also *216 Sutter Bay Associates v. County of Sutter*

(1997) 58 Cal.App.4th 860, 869.)[1] An urgency ordinance is initially valid for only 45 days, but can be extended for a total of two years, subject to the requirements discussed below. (§ 65858, subds. (a), (b).)

To be valid, urgency ordinances amending zoning regulations must be supported by written legislative findings that "there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare." (§ 65858, subd. (c).) Failure to make the showings required by Section 65858 renders an urgency ordinance invalid as a matter of law. (*California Charter Schools Assn. v. City of Huntington Park* (2019) 35 Cal.App.5th 362, 365.) Urgency ordinances must be adopted by a four-fifths vote. (§ 65858, subds. (a), (b).)

The legislative findings must establish a threat to the public health, safety, or welfare that is current and immediate. (§ 65858, subd. (c); *Building Industry Legal Defense* Foundation *v. Superior Court* (1999) 72 Cal.App.4th 1410.) Courts have generally found that the immediacy requirement is satisfied in "situations where local agencies were faced with immediate threats of development." (*Id*. at p. 1419, citing *216 Sutter Bay Associates v. County of Sutter* (1997) 58 Cal.App.4th 860; *Conway v. City of Imperial Beach* (1997) 52 Cal.App.4th 78; *Metro Realty v. County of El Dorad*o (1963) 222 Cal.App.2d 508.) Urgency ordinances are intended to be limited "to situations where an approval of an entitlement of use was imminent." (*Building Industry*, *supra*, 72 Cal.App.4th at pp. 1418–1419; accord *California Charter Schools Assn., supra,* 35 Cal.App.5th at p. 370; *Crown Motors v. City of Redding* (1991) 232 Cal.App.3d 173, 179–180 [a pending permit application would constitute an immediate threat because, absent an urgency ordinance, the permit at issue would have been approved within 30 days].)

Local jurisdictions must provide evidence documenting the immediacy of the threat to public health, safety, or welfare. In *California Charter Schools Assn. v. City of Huntington* Park, Huntington Park enacted an urgency ordinance that temporarily barred development of new charter schools while the City considered amending its zoning code. (*California Charter Schools Assn. v. City of Huntington Park* (2019) 35 Cal.App.5th 362, 365.) Huntington Park claimed that new charter schools would increase traffic and prevent the development of commercial tax-generating properties, which posed an immediate threat to public health, safety, or welfare. (*Id.* at p. 366.) As evidence for its claim, Huntington Park proffered "at least five inquiries" it had received requesting charter schools and "several serious sit down discussions" it had conducted with charter school representatives. (*Id*. at p. 369.) Upon reviewing this evidence, the Court concluded that "mere inquiries, requests, and meetings do not constitute a current and immediate threat within the meaning of [section 65858,] subdivision (c)." (*Id*. at p. 371.) Local jurisdictions are therefore required to show an actual imminent threat to the public health, safety, or welfare and make specific supportive factual findings. An urgency ordinance that is not supported by a sufficient showing of an immediate threat to public safety, health, or welfare is invalid as a matter of law. (*Id*. at p. 365.)

[1] Statutory references that follow are to the Government Code unless otherwise stated.

An urgency ordinance's findings must also document the nature of the threat to public health, safety, or welfare. In *216 Sutter Bay Associates v. County of Sutter*, the County justified its urgency ordinance by showing that a proposed amendment to the general plan would create a new 140,000-person community in a county of only 65,000, and that an urgency ordinance was needed to preserve a countywide vote on the proposed amendment. (*216 Sutter Bay Associates*, *supra*, 58 Cal.App.4th at p. 864.) The Court of Appeal in *Sutter Bay* held that the County's showing that the amendment "could alter—in a radical and fundamental manner—the current way of life for Sutter County residents" satisfied the findings required by Section 65858. (*Id*. at p. 868.) By contrast, statements about the uncertainty of implementation of a new state housing law or generalized concerns about visual or aesthetic standards are insufficient to support an urgency ordinance.

2. Extension of Urgency Ordinance Beyond Initial 45 Days: "Objective, identified written public health or safety standards, policies, or conditions"

An urgency ordinance that "has the effect of denying approvals needed for the development of projects with a significant component of multifamily housing," defined as one-third of the total square footage of the project, is subject to additional requirements upon its extension. (§ 65858, subds. (c), (h).) Such ordinances may not be extended beyond the initial 45 days except upon written findings adopted by the legislative body, supported by substantial evidence in the record, of a "specific, adverse impact upon the public health and safety," which is defined as "a significant, quantifiable, direct, and unavoidable impact based on objective, identified written public health or safety standards, policies, or conditions" existing at the time that the urgency ordinance is adopted. (§ 65858, subd. (c)(1)). The findings must further demonstrate that there is no feasible alternative that would mitigate or avoid the adverse impact "as well or better, with a less burdensome or restrictive effect," than the urgency ordinance. (§ 65858, subd. (c)(3).) In addition, a city must "issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance" at least ten days before its extension. (§ 65858, subd. (d).)

This provision applying to urgency ordinances that would deny multifamily housing development would likely apply to interim ordinances responding to SB 9 and AB 2011. SB 9's provisions allowing for duplexes would entail multifamily development and AB 2011 is specifically directed to multifamily housing.

Local jurisdictions must make these findings with enough specificity to support an adverse impact. In *Hoffman Street, LLC. v. City of West Hollywood*¸ developer petitioners sought a writ of mandate against West Hollywood for enacting an urgency ordinance that barred petitioners from developing a condominium project. (*Hoffman Street, LLC. v. City of West Hollywood* (2009) 179 Cal.App.4th 754.) West Hollywood's urgency ordinance, which limited permitting in certain zones to increase density and affordability, was based on the claim that "'the significant unmet need for smaller affordable housing units [is] posing a current and immediate threat to the public health, safety and welfare.'" (*Id.* at pp. 760–761.) The Court noted that the requirements for urgency ordinances limiting multifamily development under subsection (c)(1) of section 65858 are "more extensive and more specific than the findings required upon the adoption or extension of any interim ordinance." (*Id*. at p. 771.) The Court held that West

Hollywood's findings "failed to identify 'a *specific,* adverse impact on the public health or safety." (*Id.* at p. 772, emphasis added.) West Hollywood's findings also "failed to identify any 'written public health or safety standards, policies, or conditions' on which such an impact would be based." (*Ibid*., citing § 65858, subd. (c)(1).)

Therefore, the findings supporting an urgency ordinance extension that affects multifamily housing must be specifically targeted to the issues arising on particular parcels that create the adverse public health and safety impact.

B. Recently Enacted State Housing Laws Limiting Local Discretion

Urgency ordinances provide a procedural tool to respond to current and immediate public health and safety threats, but they do not provide an avenue to avoid the substantive application of relevant state law. The passage of laws like SB 9 and AB 2011 does not, in and of itself, pose a current and immediate threat to public health, safety, or welfare. Accordingly, the enactment of such a law generally cannot — standing alone — support an urgency ordinance.

As described below, California's housing laws generally empower local jurisdictions to regulate or deny projects on a case-by-case basis based on specific health or safety grounds, without an urgency ordinance. For example, SB 9 expressly allows local agencies to deny permits upon written objective findings addressing public health and safety and AB 2011 allows jurisdictions to exempt some parcels from its requirements under specified conditions. Urgency ordinances are unsupportable when public health and safety concerns arising from a permit application can be addressed without an urgency ordinance.

1. SB 9

SB 9, which took effect on January 1, 2022, enacted Government Code sections 65852.21 and 66411.7. Together, these sections allow property owners to build duplexes on single-family lots and split single-family lots in two. Importantly, both sections expressly bar SB 9's application to potentially dangerous areas such as very high fire hazard severity zones, special flood hazard areas, and earthquake fault zones. SB 9 incorporates these safety exemptions from SB 35, another housing law requiring ministerial approval of some housing applications that was passed in 2017. (§§ 65852.21(a)(2), 664117(a)(3)(C) [incorporating the requirements of § 65913.4, subds. (a)(6)(B)-(a)(6)(K)].)

a. Section 65852.21 (Duplexes)

Government Code section 65852.21 provides that proposed housing projects of two residential units located on a single-family residential zone will be reviewed ministerially, without discretionary review, if they meet specific criteria, such as being located within a city. (§ 65852.21.) Local jurisdictions may impose on such projects objective zoning, subdivision, and design review standards, defined as standards devoid of "personal or subjective judgment by a public official" and that "are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." (§ 65852.21, subd. (i)(2).)

Local jurisdictions may deny housing project applications under SB 9 if they make a "written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact … upon public health and safety or the physical environment." (§ 65852.21, subd. (d).) Central to this power to deny is the "specific, adverse impact," which is defined by Government Code section 65589.5 as "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed completed." (§ 65589.5, subd. (d)(2), incorporated by reference in § 65852.21.)

In light of the fact that section 65852.21 authorizes local jurisdictions to deny individual duplex applications based on findings that the project would have an adverse impact on health and safety or the environment, an urgency ordinance seeking to restrict all such projects across the board cannot be justified.

b. Section 66411.7 (Lot Splits)

Government Code section 66411.7 requires local jurisdictions to ministerially review requests to split urban single-family lots into two approximately equal parcels, if those lots meet specific requirements. (§ 66411.7.) Lots created in this manner shall be exclusively for residential purposes. (§ 66411.7, subd. (f).) Local jurisdictions may impose objective zoning, subdivision, and design standards on such projects unless such standards "physically preclude[e] the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet." (§ 66411.7, subd. (c)(1)(2).)

As with duplexes, local jurisdictions may deny requests to split lots when the relevant official makes written objective findings that the lot split would have a specific and adverse impact on public health and safety or the physical environment. (§ 66411.7, subd. (d).) Thus section 66411.7, like section 65589.21, offers local jurisdictions a case-by-case instrument for preserving their public health, safety, and physical environment and there can be no justification for an urgency ordinance with a broad exemption.

2. AB 2011

AB 2011 requires ministerial review for affordable housing projects located in commercial zones. Specifically, it provides ministerial approval for two types of projects: (1) projects that provide entirely (100%) affordable multifamily housing and are in an urban infill area that is zoned commercial (§ 65912.114), and (2) projects that provide mixed-income housing, with a certain percentage of affordability, and are located along commercial corridors in urban infill areas (§ 65912.124).

Like SB 9, AB 2011 is not applicable in potentially dangerous areas such as very high fire hazard severity zones, special flood hazard areas, and earthquake fault zones. (§§ 65912.111, subd. (e), 65912.121, subd. (g).) Like SB 9, these sections accomplish this by incorporating the requirements of section 65913.4, subdivisions (a)(6)(B) through (a)(6)(K). In addition, AB 2011 provides specific requirements to assess and mitigate environmental hazards. (§§ 65912.113,

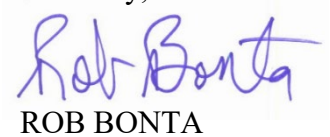
subd. (c), 65912.123, subd. (f).) Also, a local jurisdiction may exempt parcels from AB 2011 if it makes available other replacement parcels for development, at specified densities and subject to other provisions of AB 2011, and makes findings that the replacement results in no net loss of total zoned capacity or zoned capacity for affordable units and affirmatively furthers fair housing. (§§ 65912.114, subd. (i), 65912.124, subd. (i).) AB 2011 delayed operation of its provisions for nine months, which provided local jurisdictions ample opportunity to utilize this exemption before applying AB 2011 to project applications. All these provisions allow jurisdictions to protect public health, safety, and physical environment, provided that they contribute to increasing California's housing supply and affirmatively further fair housing. A generalized urgency ordinance in response to AB 2011 is unnecessary.

C. Conclusion

Where state housing laws expressly authorize local governments to deny specific proposed projects based on health and safety concerns, as SB 9 does, or exempt specific properties from its ambit, as AB 2011 does, it is unclear how the high bar for an urgency ordinance can be satisfied. The mere fact that a state law provides for a ministerial — as opposed to discretionary — review process does not, standing alone, establish the type of immediate threat to public health, safety, or welfare required to justify an urgency ordinance. Further, an interim urgency ordinance is a procedural tool to expeditiously adopt local regulations pending a city's contemplated plan adoption or zoning ordinance. Such an ordinance must comply with the substantive requirements of state housing laws and cannot be used in an attempt to circumvent substantive legal requirements.

Local jurisdictions are urged to review any existing urgency ordinances for compliance with the requirements of section 65858, and repeal urgency ordinances that do not comply with these standards. Where needed, jurisdictions are encouraged to use their existing authority under state housing laws to review individual projects on health and safety grounds, rather than enacting overly broad and legally unjustifiable urgency ordinances. If implementation of a ministerial housing approval statute poses an immediate, current, and substantiated public health and safety threat, local legislative bodies must make the requisite written findings to justify an urgency ordinance. Given that such an ordinance likely would impact multifamily housing, findings supporting an extension must also satisfy the heightened standards applicable under Section 65858(c)(1)-(3) of establishing "a significant, quantifiable, direct, and unavoidable impact based on objective, identified written public health or safety standards, policies, or conditions." Developers, property owners, and permit applicants are advised that jurisdictions with insufficiently supported urgency ordinances are vulnerable to legal challenge under existing case law.

Sincerely,



ROB BONTA
Attorney General

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Thomas Sandage, Social Services**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board and Director of Social Services to sign a contract via DocuSign between the County of Modoc and County of Shasta for the Homeless Management Information System (HMIS), not to exceed $442.56, effective July 1, 2023 through December 31, 2023.

DISCUSSION:
A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness. The California Department of Social Services requires entities operating services related to housing and homeless to enter participants into the local HMIS to better align these services with the broader homelessness response system.

This agreement continues the Department's access to the HMIS with two user licenses. Licenses are $442.50 per user. However, since the contract ends on December 31, 2023, the licenses have a prorated cost of $221.28 per user.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/18/2023

Phone Number: Email: tomsandage@co.modoc.ca.us

Agenda Item Number: 1.a

PERSONAL SERVICES AND SUBLICENSE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE COUNTY OF MODOC

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency's Housing and Community Action Agency, a political subdivision of the State of California ("County") and the County of Modoc, through its Department of Social Services, a political subdivision of the State of California ("Sublicensee") (collectively, the "Parties" and individually a "Party") for the purpose of participating in a collaborative effort known as the Homeless Management Information System ("HMIS").

RECITALS

WHEREAS, the NorCal, CA-516 Homeless Continuum of Care ("CoC") is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou: and

WHEREAS, the CoC has designated the County to operate the CoC's HMIS on behalf of the CoC as the Lead Agency; and

WHEREAS, County has agreed to be the Lead Agency; and

WHEREAS, County and Sublicensee both are participants in the CoC; and

WHEREAS, County has entered into a separate agreement with Wellsky Corporation, which agreement is dated and effective October 31, 2018, (entitled, "PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND WELLSKY CORPORATION"; "Wellsky"), and all amendments thereto, pursuant to which County has purchased licenses for ServicePoint for use by County and authorized users as designated by County within the CoC; and

WHEREAS, ServicePoint is a web-based HMIS software program designed to track, manage, and coordinate client services; and

WHEREAS, County desires to provide to Sublicensee, and Sublicensee desires to use one or more of the ServicePoint licenses purchased by County for the HMIS; and

WHEREAS, Sublicensee represents that it has the capability, experience, and expertise necessary to carry out the terms and conditions of this agreement.

NOW, THEREFORE, County and Sublicensee agree as follows:

Section 1. DEFINITIONS

A. "Cloud Services" means, collectively, the Wellsky software as a service offering listed in this agreement and defined in the Documentation.

B. "Confidential Information" means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, and (v) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this agreement which is either disclosed in writing and clearly marked as confidential at the time of disclosure or disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information that is any one or more of the following: (a) publicly available through no breach of this agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.

C. "Documentation" means the most recent documentation of the functional operation of ServicePoint, the Licensed Software and Cloud Services. A copy of the Documentation is available online at https://portals.force.com/mediware/login.

D. "HMIS" means Homeless Management Information System.

E. "HUD" means the United States Department of Housing and Urban Development.

F. "Licensed User" means a permitted user of the Licensed Software approved by the County's System Administrator of Licensed Software, Sublicensed Software and Cloud Services.

G. "Licensed Software" or "ServicePoint" means the HMIS called ServicePoint, the object code version of computer programs developed by Wellsky, including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, and SkanPoint and updates furnished to County by Wellsky pursuant to its agreement with Wellsky, and any amendments, extensions, and renewals but excluding all Sublicensed Software or third-party software.

H. "Sublicensed Software" shall mean those programs provided to Wellsky by a third party, which Wellsky sublicenses to County hereunder, for use with the Licensed Software, and any Updates thereto provided to County by Wellsky.

I. "System Administrator" means the County employee or employees designated by the Housing and Community Action Programs Director who provides training and support for local agencies, monitors data quality, prepares reports as necessary for funding sources, and oversees HMIS duties.

J. "Test Scripts" means test scripts designed by Wellsky.

K. "Work Product" means any technology, documentation, software, procedures developed, conceived, or introduced by Wellsky in the course of Wellsky performing Services, whether acting alone or in conjunction with County or its employees, Licensed Users, affiliates, or others designs, inventions, methodologies, techniques, discoveries, know-how, show-how, and works of authorship, and all

United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections, and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

Section 2. RESPONSIBILITIES OF SUBLICENSEE

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

A. Comply with the HMIS Policies and Procedures Manual entitled "NorCal CA 516 Homeless Continuum of Care" ("Manual"), as may be amended from time to time in accordance with Section 8.C. of this agreement. The Manual is attached hereto and incorporated herein to this agreement by reference as **Attachment A**.

B. Execute and agree to be bound by the Inter-Agency HMIS Data Sharing Agreement included in **Attachment B**, attached hereto and incorporated herein.

C. Timely enter correct, accurate, reliable, and complete client data into ServicePoint, including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, and SkanPoint, within the timeframe as specified in the Manual. Whenever feasible, Sublicensee shall upload client-provided or other relevant documents into the client's respective ServicePoint record.

D. Ensure its employees, volunteers, and its Licensed Users, shall not:
   1. Sell, resell, lease, lend, or otherwise make available or accessible ServicePoint or the Cloud Services to a third party; and
   2. Modify, adapt, translate, or make derivative works of ServicePoint software application or Cloud Services; and
   3. Sublicense or operate ServicePoint or the Cloud Services software for timesharing, outsourcing, or service bureau operations.

E. Only obtain, collect, share, disclose, or release information for an individual upon verification by Sublicensee that the individual has voluntarily consented to share, in writing, as evidenced by a signed required HMIS Client Informed Consent and Release of Information Authorization. Sublicensee shall also prevent unauthorized access and use of the Cloud Services and shall also prevent and guard against unauthorized use, breach, access, disclosure, or dissemination or any and all content, information, records, and data stored or maintained in or by ServicePoint or the Licensed Software. In the event of any suspected or confirmed violation of this provision, Sublicensee shall immediately notify County and the System Administrator of such violation or breach and Sublicensee shall ensure that it takes all reasonable steps to promptly resolve, and remedy said violation.

F. Limit the number of its Licensed Users of ServicePoint to no more than the total number of licenses provided to Sublicensee under this agreement.

G. Attend quarterly HMIS user meetings.

H. Maintain familiarity, understanding, and compliance with all applicable laws, rules, regulations, and policies pertaining to HMIS and the provision of all services, actions, or obligations relating thereto.

I. Take all other reasonably necessary steps, functions, and work, as determined by County, as may be required for compliance with the Manual, HMIS rules and regulations, and as may otherwise be required in order for County to abide by the terms and conditions of the County's Wellsky agreement including any amendments and extensions and any subsequent agreements with Wellsky, including any amendments to subsequent agreements.

J. Be responsible for providing its own computer, computer equipment, and components necessary to effectively and properly utilize the Licensed Software.

Section 3. RESPONSIBILITIES OF COUNTY

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

A. Through its System Administrator, grant and provide to Sublicensee up to 3 limited term, non-exclusive, non-transferable ServicePoint user licenses provided that Sublicensee may obtain additional ServicePoint licenses as set forth in Section 4.A.

B. Review quality of data entered by Sublicensee into ServicePoint in accordance with **Attachment A**.

C. Host quarterly HMIS user meetings.

D. Act as the "Lead Agency" in accordance with the Manual.

E. Have no obligation to furnish or otherwise provide to Sublicensee any such computers, computer equipment, or components.

Section 4. COMPENSATION

A. Sublicensee shall pay County $442.50 per license. Sublicensee shall be entitled to pay for additional ServicePoint licenses beyond the number of licenses set forth in Section 3.A., if additional licenses are available as determined by County, at a prorated cost of $36.88 per month, or any fraction thereof, per license.

B. In no event whatsoever shall maximum compensation paid to County exceed $10,000 during the term of this agreement and extensions thereof.

C. Sublicensee's violation or breach of agreement terms may result in termination of Agreement.

Section 5. BILLING AND PAYMENT

A. County shall submit an invoice to Sublicensee at dsspayables@co.modoc.ca.us, in an amount pursuant to Section 4.A., and shall additionally submit an invoice or invoices on an as needed basis within 30 days after Sublicensee purchases additional licenses. With respect to each invoice, Sublicensee shall make payment to County within 30 days of the invoice date.

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

Section 6. TERM OF AGREEMENT

The term of this agreement shall commence as of the last date it has been signed by both Parties and shall end December 31, 2023.

Section 7. TERMINATION OF AGREEMENT

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

B. Either Party may terminate this agreement without cause on 30 days written notice to Sublicensee.

C. Sublicensee may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. County's right to terminate this agreement may be exercised by County's Executive Officer or designee, or by the Health and Human Services Agency ("HHSA") Director or designee.

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

F. Should this agreement be terminated, County shall promptly suspend Sublicensee access to ServicePoint software.

G. Failure to use the Licensed Software and updates thereto in accordance with agreement, or applicable law, or both, is material breach of this agreement.

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

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

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Sublicensee and HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).

C. Notwithstanding 8.B. of this agreement, County may amend **Attachment A** by following the procedure established in Sections 4.2 and 4.3 of **Attachment A.**

D. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

E. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

Section 10. EMPLOYMENT STATUS OF SUBLICENSEE

During the entire term of this agreement, both Parties are to be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either Party to exercise discretion or control over the professional manner in which either Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by either Party shall be provided in a

manner consistent with the professional standards applicable to such work or services. The sole interest of both Parties is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for payment of all taxes due to the State of California or the federal government. County shall not be liable for deductions for any amount for any purpose from Sublicensee's compensation. Neither party shall not be eligible for coverage under the other Parties' workers' compensation insurance plan nor any other County benefit.

Section 11. INDEMNIFICATION

A. Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

B. This indemnification provision is independent of, and shall not in any way be limited by, Sublicensee's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Sublicensee's evidence of insurance coverage required by this agreement does not in any way relieve Sublicensee from its obligations under this Section.

Section 12. INSURANCE REQUIREMENTS

Without limiting either Party's duties of defense and indemnification:

Each Party shall maintain and keep in force at its sole cost and expense during the full term of this agreement the following coverage, through insurance, excess insurance, and/or participation in program(s) of self-insurance:

a. Commercial General Liability of not less than $2 million per occurrence.

b. Automobile Liability of not less than $1 million per occurrence.

c. Errors and Omissions (Professional Liability applicable to the work being performed) of not less than $1 million per occurrence or claim.

d. Workers' Compensation as required by the laws of the State of California, and Employers Liability with a limit of not less than $1 million per occurrence.

e. Cyber and Privacy Liability coverage of not less than $2 million per occurrence or claim.

Each Party shall require its subcontractors if any, to carry and maintain insurance coverage and evidence that equals or exceeds the insurance coverage requirements imposed by this agreement.

Any failure to comply with claim or litigation reporting provisions of the policies by one Party shall not affect coverage provided to the other Party.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

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

B. Neither Party shall unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Both Parties represent that they are in compliance with and agrees that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, both Parties represent and warrant all websites created for either Parties, or used by either Parties to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. No funds or compensation received by Sublicensee under this agreement shall be used by Sublicensee for sectarian worship, instruction, or proselytization in a manner prohibited by law.

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

Section 15. ACCESS TO RECORDS; RECORDS RETENTION

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

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Either Party's failure to comply with state and federal child, family, and spousal support reporting requirements regarding either Party's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Either Party's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS

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

Section 18. PERFORMANCE STANDARDS

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

Section 19. CONFLICTS OF INTEREST

Neither Party's officers nor employees shall have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES

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

If to County:
Director
Shasta County Health and Human Services Agency
P.O. Box 496005
Redding, CA 96049-6005
Phone: (530) 245-6860
Fax: (530) 225-5555

If to Sublicensee:
Tom Sandage, Director
Modoc County Department of Social Services
120 N. Main St
Alturas, CA 96101
Phone: 530-233-6501
Email: tomsandage@co.modoc.ca.us

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.

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

Section 21. AGREEMENT PREPARATION

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT

Both Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, each Party will comply with that Party's respective Conflict of Interest Code, with regard to any obligation on the part of the respective Party's obligation, if any, to disclose financial interests and to recuse from influencing any County decision which may affect the Party's financial interests.

Section 23. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of

any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. CONFIDENTIALITY

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

B. Each Party shall:

1. Secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care.

2. Use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this agreement.

3. Require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and

4. Not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either Party may disclose the other Party's Confidential Information to the extent required by applicable law or regulation, including without limitation of any applicable Freedom of Information or sunshine law, including the California Public Records Act, lawful subpoena, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

Section 25. SCOPE AND OWNERSHIP OF WORK

A. All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement in a in a mutually agreed upon format. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Sublicensee shall retain all of Sublicensee's rights in Sublicensee's

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

B. Notwithstanding Section 24.A. of this agreement, all data entered by Sublicensee into ServicePoint shall remain the property of the County. Upon termination of this agreement and request by Sublicensee, a copy of the data will be transferred to Sublicensee in a comma-delimited text file or other mutually agreed upon format.

C. Sublicensee acknowledges that County does not own Wellsky Corporation, ServicePoint, or any of the Licensed Software. As such, and pursuant to County's agreement with Wellsky, including any amendments and extensions, all rights, title, and interest in and to the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product at all times remain with Wellsky, subject to any license or sublicense granted under this agreement. All research data, reports, and every other County data work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such County data work products for any lawful purpose whatsoever.

Section 26. USE OF COUNTY PROPERTY

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

Section 27. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic

signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Sublicensee have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date:_____

_____
Laura Burch, Director
Health and Human Services Agency

Approved as to form:
JAMES R. ROSS
County Counsel

By: DocuSigned by: Alan Cox 9CBA0F4332224BB...
Name: Alan Cox

Date: 07/10/2023 | 4:01 PM PDT

Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: DocuSigned by: James Johnson 0DBC25FD751A456...
Name: James Johnson

Date: 07/06/2023 | 4:39 PM PDT

Title: Risk Management Analyst III

INFORMATION TECHNOLOGY APPROVAL

By: DocuSigned by: Thomas Schreiber 0333A25F1FD4408...
Name: Tom Schreiber

Date: 07/11/2023 | 6:40 AM PDT

Title: Chief Information Officer

SUBLICENSEE

By:

Date:

Name: Tom Sandage

Title: Director

By: Date:

Name: Kathie Rhoads Title: Chair of Board of Supervisors

By: Date:

Name: Marget Long Title: County Counsel

By: Date:

Name: Tiffany Martinez Title: Clerk of the Board

Tax I.D.#: 94-6000522

NorCal CA-516 Inter-Agency HMIS Data Sharing Agreement

By signing this Inter-Agency Data Sharing Agreement, Modoc County DSS shall be designated a "Participating Agency" in the NorCal CA-516 HMIS system. This Participating Agency agrees to share the demographic and programmatic data (when authorized in writing by each client) using the NorCal CA-516 Homeless Management Information System (HMIS). The Participating Agency's client data shall be shared with all participating HMIS agencies that also have a signed Inter-Agency Data Sharing Agreement and an HMIS Personal Services Agreement on file with the HMIS Lead Agency (Shasta County). Each individual HMIS user must complete and comply with the HMIS User Agreement.

Authorized Uses of HMIS Data

- Coordinate housing services for families and individuals experiencing homelessness or facing a housing crisis across the NorCal Continuum of Care service area which includes the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou.
- Understand the extent and nature of homelessness.
- Evaluate performance and progress toward NorCal Continuum of Care benchmarks.
- Improve the programs and services available to residents in the NorCal Continuum of Care service area experiencing homelessness or facing a housing crisis.
- Improve access to services for NorCal Continuum of Care homeless persons and at-risk populations.
- Reduce inefficiencies and duplication of services within our community.
- Ensure that services are targeted to those most in need, including "hard to serve" populations.
- Ensure that clients receive the amount and type of services that "best fits" their needs and preferences.
- Pursue additional resources for ending homelessness.
- Advocate for policies and legislation that will support efforts to end homelessness in NorCal Continuum of Care service area.
- Coordinate the data required to complete the federal Department of Housing and Urban Development (HUD) required Point in Time (PIT) Count and Housing Inventory Count (HIC).

No other uses other than the uses listed above are allowed. Misuse of HMIS data may result in immediate discontinuance of access to the HMIS.

Participating Agency Requirements

Each Participating Agency shall:

- Shall ensure with respect to any and all information, shall only use, share, distribute, disclose, release, or obtain information in accordance with the Nor Cal CoC HMIS Policies and Procedures. The Participating Agency will produce a client profile at intake that will be shared by collaborating agencies.
- The Participating Agency will produce anonymous, aggregate-level reports regarding use of services, identify unfilled service needs and plan for the provision of new services, allocate resources among agencies engaged in the provision of new services and track individual program-level outcomes.

- The Participating Agency will not access identifying information for any individual who is (a) not a client of the Participating Agency or (b) who has not consented in writing to share, disclose, or release of that information. The Participating Agency may access its clients' identifying information on an as needed basis and request in writing access to statistical, non-identifying information on clients served by other Participating Agencies.
- The Participating Agency will not report on a client's whereabouts to outside entities that are not a part of this signed Inter-Agency Data Sharing Agreement (e.g., law enforcement, missing person inquiries, and governmental agencies), unless required by law, court order or other requirements, or if life threatening or emergency circumstances warrant.
- The Participating Agency will report only non-identifying information from HMIS in response to requests unless otherwise required by law.

Client Protection:

- Basic client profile data, which includes client demographics (name, birth date, social security number, gender, ethnicity, veteran status, language(s) spoken, photo, other identifying information, etc.) will be shared with the NorCal CoC Participating Agencies participating in HMIS provided that the client to whom the data pertains has in place a current, valid written consent, for the obtaining, disclosure, sharing, and release of that information and that the consent has not been withdrawn or revoked.
- The applicable Client Authorization form must be signed by the client in order for the Protected Identifying Information (PII) to be entered into HMIS. Non-identifying client information may be entered in the system for all clients regardless of whether they give their informed consent.
- In the event a client doesn't want to share their information with other agencies, it's the responsibility of the Participating Agency end-user to make client's program enrollment, services, file, etc., private in HMIS.
- Client's project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement. At the time of informed consent, and at any point after, the client has the right to see a current list of HMIS Participating Agencies and also has the right to revoke consent.
- HMIS Participating Agency end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the Client Informed Consent & Release of Information Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures.
- Clients may NOT be denied services based on their choice to withhold their consent to share their information.

Agreed to and signed by the following agency representative who by their signature below, represents that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

Tom Sandage	Modoc County DSS
Printed Name	Agency Name

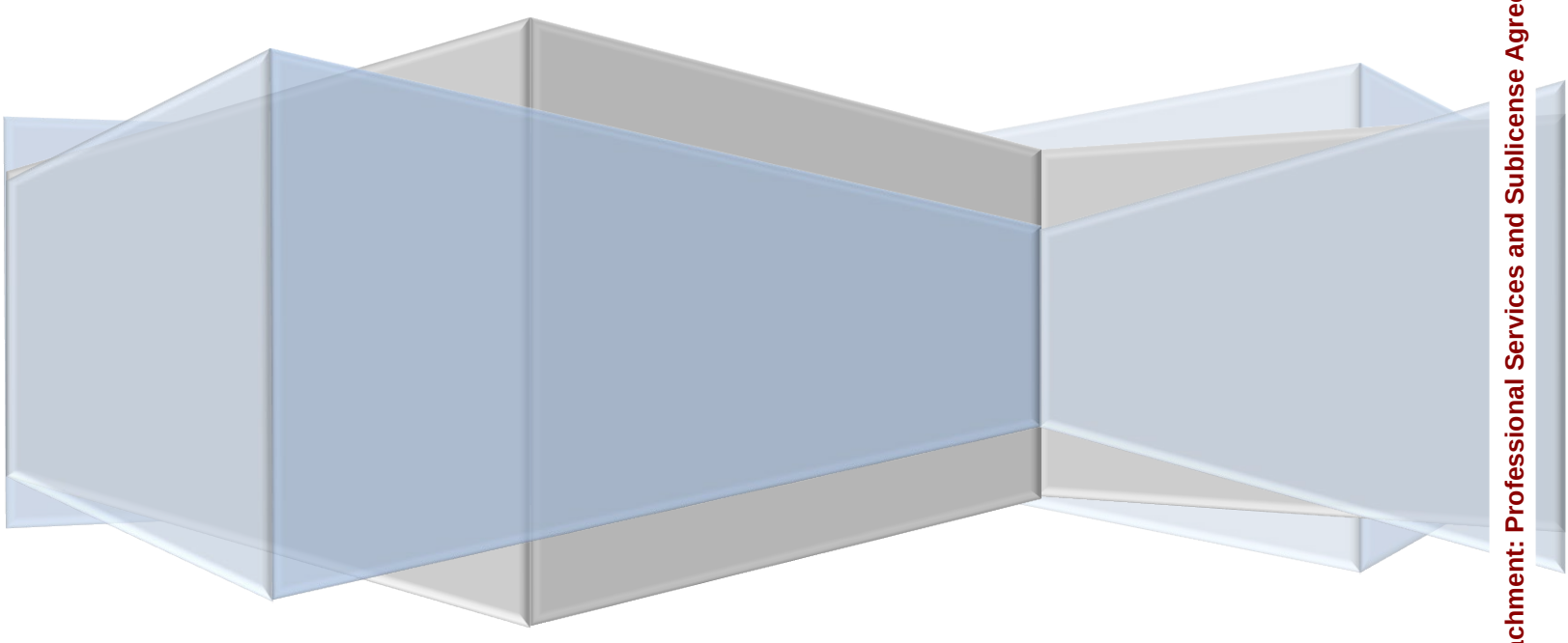
Signature Date

Attachment A

NorCal CA 516
Homeless Continuum of Care

Homeless Management Information System (HMIS) Policies & Procedures

March 2022



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1. PROJECT SUMMARY

1.1 Background

To end homelessness, a community must know the scope of the problem, the characteristics of those who find themselves experiencing homelessness, and understand what is working in their community and what is not. Solid data enables a community to work confidently towards their goals as they measure outputs, outcomes, and impacts.

A Homeless Management Information System (HMIS) is an information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program Interim Rule 24 CFR 578 (07/2012). It is a locally administered data system used to record and analyze client, service and housing data for individuals and families who are experiencing homelessness or at risk of homelessness. HMIS is a valuable resource because of its capacity to integrate and de-duplicate data across projects in a community. Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at multiple levels: project, system, local, state and national.

HMIS is now used by the federal partners and their respective programs in the effort to end homelessness, which includes:

- U.S. Department of Health and Human Services (HHS)
- U.S. Department of Housing and Urban Development (HUD)
- U.S. Department of Veterans Affairs (VA)

US Department of Housing and Urban Development has released a HMIS Data Standards Manual, (https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf), which provides communities with baseline data collection requirements developed by each of these federal partners.

These Data Standards are designed for CoCs, HMIS Lead Agencies, HMIS System Administrators, and HMIS Users to help them understand the data elements that are required in HMIS to meet participation and reporting requirements, established by HUD and the federal partners. The latest Data Standards will be followed as released by HUD.

1.2 NorCal CA 516 Homeless Continuum of Care

The NorCal CA 516 Continuum of Care has designated Shasta County Department of Housing and Community Action Agency (SCCAA) to serve as the HMIS Lead Agency. In that capacity, Shasta County is responsible for the management and development of the NorCal CA 516 HMIS. Agencies with homeless-dedicated programs are highly encouraged to participate in HMIS to support local data collection, service, and planning functions in the NorCal CA 516 jurisdiction. NorCal CA 516 jurisdiction encompasses Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou Counties.

1.3 HMIS Software

The HMIS provides homeless service providers throughout the region with a collaborative approach to data collection and client management.

The NorCal CA 516 CoC has selected WellSky's Community Services (ServicePoint), a web based HMIS software, to be the HMIS software of record. It empowers human service providers, agencies, coalitions, and communities to manage real-time client and services data. As the HMIS Lead Agency, Shasta County Department of Housing and Community Action Agency (SCCAA)

has contracted directly with WellSky for HMIS software; supports end-users with a help desk; provides ongoing training; and customizes projects including development of project-specific assessments and settings. SCCAA works directly with Participating Agencies to identify needs and requirements for custom reports developed by SCCAA or canned reports made available by WellSky.

2. HMIS DEFINITIONS

Client: A living individual about whom a Participating Agency collects or maintains protected personal information: (1) because the individual is receiving, has received, may receive, or has inquired about services: or (2) in order to identify service needs, or to plan or develop appropriate services within the CoC.

Continuum of Care (CoC): The group organized to carry out the responsibilities and requirements under 24 CFR part 578 that is composed of representatives of organizations including: nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

CoC Program: A program identified by the CoC as part of its services system, whose primary purpose is to meet the specific needs of people who are experiencing a housing crisis.

Contributory CoC Programs: A homeless assistance program or homelessness prevention program that contributes Protected Identifying Information or other client-level data to an HMIS.

Contributory Non-CoC Programs: A program that is neither a homeless assistance program nor a homelessness prevention program that contributes Protected Identifying Information or other client-level data to an HMIS.

HMIS Lead Agency: An organization designated by a CoC to operate the CoC's HMIS on its behalf.

Homeless Management Information System (HMIS): The information system designated by NorCal CoC CA 516 and Dos Rios CoC CA 523 to comply with the requirements of HUD used to record, analyze, and transmit client and activity data in regard to the provision of shelter, housing, and services to individuals and families who are experiencing homelessness or at risk of homelessness.

HUD: United States Department of Housing and Urban Development.

Lead Agency: An agency that the CoC has established to provide guidance to ensure that the duties of the CoC are being met.

Participating Agency: An organization that operates a project that contributes data to an HMIS.

Participating Agency HMIS Lead: An individual designated by the Participating Agency Executive Director, or other empowered officer, to act as the Participating Agency HMIS Lead.

The Participating Agency HMIS Lead is the liaison between the HMIS Lead Agency and the Participating Agency's End Users.

Participating Agency End User: An employee, volunteer, affiliate, associate, and any other individual acting on behalf of a Participating Agency, who uses or enters data into HMIS.

Participating CoC Program: A contributory CoC Program that makes reasonable efforts to record all the universal data elements and all other required data elements as determined by HUD funding requirements on all clients served.

Protected Identifying Information (PII): Information about a Client that can be used to distinguish or trace a Client's identity, either alone or when combined with other personal or identifying information, using methods reasonably likely to be used, which is linkable to the Client.

Security Officer: An individual designated at each Participating Agency to be responsible for ensuring compliance with applicable security standards.

System Administrator: An individual designated by the HMIS Lead Agency to act as the System Administrator. The System Administrator is the liaison between the Participating Agencies and the HMIS Lead Agency.

Victim Services Provider: A nonprofit or nongovernmental organization including rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs whose primary mission is to provide services to victims/survivors of domestic violence, dating violence, sexual assault, or stalking.

3. CONTINUUM OF CARE STRUCTURE

NorCal CA 516 Continuum of Care (CoC) is comprised of public and private agencies along with community residents including homeless and formerly homeless individuals. The CoC is designed to assess the need for homeless and affordable housing services; and to develop and recommend a Continuum of Care Plan for the region on behalf of individuals and families at-risk of and experiencing homelessness.

4. STANDARDS FOR HMIS GOVERNANCE

4.1 HMIS Committee

Policy:

The HMIS/Coordinated Entry Process (CEP) Committee is made up of various members from the community. The NorCal CoC Executive Board will appoint at a minimum (1) committee member from each county and (1) alternate. Committee members are required to attend not less than 75% of scheduled meetings per year. The purpose of these meetings is to establish and enforce HMIS Policies and Procedures; Coordinated Entry Policies and Procedures assist in the planning of all point-in-time counts; review all participating agencies' compliance reports, review all requests for changes to the policies; and plan/participate in compliance monitoring. The HMIS Committee is actively involved in furthering CoC goals.

Description:

To ensure every Participating Agency is compliant with HUD and County mandated Policies and Procedures, it is necessary for each county in the Continuum of Care to be involved in the formulation of these Policies and Procedures. These meetings will give Participating Agencies the opportunity to voice their concerns as well as determine what and how the policies are written and enforced.

Procedures:

- The HMIS Lead Agency will host, moderate, and determine where each quarterly meeting will take place.
- The HMIS Lead Agency will post agendas 72 hours prior to the meeting and conduct the meeting in accordance with the Brown Act.
- Members wishing to add items to agendas can do so by emailing their requests at least one week prior to the meeting date to: hmis@co.shasta.ca.us.
- Changes and additions to the policy manual require Committee approval. All requests for changes must be submitted on a Request for Policy Change or Addition Form (Appendix D) in order to be considered by the Committee.
- The HMIS Lead Agency will distribute minutes of each meeting 72 hours before the next scheduled HMIS Committee Meeting.

Best Practice:

- Participating Agencies are strongly encouraged to suggest topics that they feel should be discussed.
- Participating Agencies are encouraged to share their ideas and best practices that they feel others in the community would benefit from as well.

4.2 Requests for Policy Addition, Deletion, or Change

Policy:

All requests for changes to the Policies & Procedures Manual must be made in writing and will be tracked by the HMIS Lead Agency. Requests received will be reviewed by the HMIS Committee prior to being changed in the Policies and Procedures Manual.

Description:

All requests for changes to this Policies and Procedures Manual must be submitted in writing in order to be reviewed at the quarterly HMIS/CE Committee Meetings. All NorCal CA 516 CoC members are welcome to submit requests. Submitting a request does not guarantee approval of the request.

Procedure:

- Complete an HMIS Request for Policy Addition, Deletion, or Change (Appendix D) form and submit it to the HMIS Lead Agency

  By mail:

  Shasta County Department of Housing and
  Community Action Programs
  Attn: HMIS System Administrator
  1450 Court Street, Suite 108
  Redding, CA 96001

  By Fax:

  (530) 225-5178
  Attn: HMIS System Administrator

  By email:

  HMIS@co.shasta.ca.us

- HMIS Lead Agency will present changes to HMIS Committee for discussion and recommended action, which may include approval, denial, or other appropriate, reasonable determinations.

- Approved requests will be amended in this Policies and Procedures Manual and uploaded to the Shasta County Department of Housing and Community Action Agency's website under the NorCal Continuum of Care within 7 business days following approval.

4.3 Mandated Additions, Deletions, or Changes

Policy:

All legislative, regulatory, or other legal authority changes to the Policies & Procedures Manual must be implemented within the time frame established by HUD.

Description:

Changes that are mandated by HUD will be implemented by the HMIS Lead Agency in the designated time frame according to the HUD requirements.

Procedure:

- Upon notice from HUD of regulatory changes, the HMIS Lead Agency will send out written notice to each Participating Agency.
- At the next scheduled HMIS Committee Meeting, the HMIS Lead Agency will present any HUD mandated changes.
- All changes will be implemented within the time frame established by HUD and a new Policies and Procedures Manual will be published Shasta County Community Action Agency's website under the NorCal Continuum of Care.

5. HMIS DATA QUALITY STANDARDS

5.1 Applicability, Purpose and Goals

The Data Quality Standards ensure the completeness, accuracy, and consistency of the data in HMIS. The Data Quality Standards and Management encompass the Data Quality Plan, Data Accuracy, Data Completeness, and Data Timeliness Benchmarks, Data Quality Reports and correction of data when necessary.

5.1.1 Data Quality Plan

Policy:

The HMIS Lead Agency will implement this Data Quality Plan to ensure consistent data collection and data quality across all Participating Agencies.

Description:

At minimum the Data Quality Plan must include the following elements:

- Identify the responsibilities of all parties in the CoC (Executive and Advisory Boards, HMIS Lead Agency, Participating Agencies, and Participating Agency End Users) with respect to achieving good quality HMIS data.
- Benchmarks for data timelessness, data accuracy, and data completeness.

5.1.2 Monitoring by Lead Agency

Policy:

The HMIS Lead Agency will monitor the overall data quality entered by individual Participating Agencies.

Description:

Specifically, the HMIS Lead Agency will:

- Utilize the Data Quality Report and the Data Quality Detail Report to monitor data quality for each Participating Agency.
- Review monthly program level information for each Participating Agency identifying data quality weaknesses and recommending solutions for issues that need to be addressed.
- Provide regular feedback to individual Participating Agencies to ensure problems are addressed.
- If after receiving technical assistance and assistance of the user's program manager, a licensed user who continues to have persistent data quality errors, access to the HMIS system will be deactivated until such time that the user attends additional training and/or technical assistance. The HMIS Administrator will notify the participating agency that the user will be deactivated.
- Monitor the updating of Client data that has been identified as non-compliant with the Data Quality Plan.

5.2 Data Quality Benchmarks

5.2.1 Data Accuracy Benchmarks

Policy:

To qualify as "participating in the HMIS," all Participating Agencies must meet the data quality benchmarks as described in the Data Quality Plan.

Description:

Client information entered must be valid and accurately represent information provided to End User. Every Participating Agency must enter data on Clients in the same way over time, regardless of which staff person is entering the data.

Procedure:

To determine the accuracy of information, Participating Agencies must regularly conduct data quality checks.

5.2.2 Data Completeness Benchmarks

Description:

All data entered should be complete. Partially complete or missing data can negatively affect the quality of data. Missing data could mean the client does not receive the services that could help them become permanently housed and end their homelessness.

Procedure:

The Participating Agency HMIS Lead should check the completeness of the data entered by Participating Agency End Users within their agency.

Required Benchmark:

100% of all HUD funded homeless assistance programs (excluding Victim Services Provider programs) must participate. The Data Quality Benchmark for participating projects is to maintain an overall average of 95% score from the Data Completeness Report for the agency.

5.2.3 Data Timeliness Benchmarks

Description:

To be most useful for reporting, the most up-to-date information possible on Clients must be included.

Procedure:

Client information must be entered by Participating Agencies within 5 business or 7 calendar days of the event (Intake/enrollment, service delivery, or exit). Every Participating Agency must update Client information at exit and/or at annual assessment, per the requirements relative to each Universal and Program Specific Data Element.

5.3 Data Completeness Required Reports

The overall standards for HMIS software are presented in the Homeless Management Information System (HMIS) Data and Technical Standards Final Notice as published by HUD (Vol. 69, No. 146, July 30, 2004). Copies are available upon request.

Description

This report calculates the percentage of required Client-level data elements with null or missing values divided by the total number of Client records. The report will also calculate the number of useable values (all values excluding “Don’t know” and “Refused” responses) in each required field over any desired time period (e.g., last month, last year). The report can be generated for each of the Participating Agencies’ programs. The program level reports will cover all applicable Universal and Program Specific Data Elements Percentages will be based on the universe of client records for which the data element is required. For example, percent (%) null for veterans = number of clients with no veteran status recorded/number of adults.

5.4 Reduce Duplications in HMIS for Every Participating Agency

Policy:

To reduce the duplication of Client records, Participating Agency HMIS End Users should always search for the Client before creating a new Client record.

Description:

The burden of not creating duplicate records falls on each Participating Agency End User. The HMIS does not prevent the creation of duplicate Client records; therefore, it is up to each HMIS End User to ensure every Client is first searched for and if not found, added. If matches are found, the Participating Agency End User must determine if any of the records found match the Client for which they are entering data.

Procedures:

- When an End User is collecting data, the End User will first attempt to locate the Client by searching for them by first name, if not found, then, by last name; and if not found, a search by social security number (SSN) only.
- If no matches are found for the Client, the HMIS End User will continue to add the basic Universal Data Elements.

Best Practices:

The HMIS End User should perform more than one type of search when attempting to find an existing record. Clients often do not use the exact same name that was previously entered.

- Using a field other than "name" tends to be more accurate and not open for interpretation

5.5 Data Quality and Correction

Policy:

The Participating Agency HMIS Lead is required to run the Data Quality Report for each of the Participating Agency's programs and respond to the HMIS System Administrator's request for data clean-up.

Procedures:

- Based on the Data Reporting Schedule, the HMIS System Administrator will review the quality of each Participating Agency's data.
- Participating Agency HMIS Leads are required to run the required reports and work with the HMIS System Administrator to rectify any shortfalls on data quality within the outlined time frame on the Data Reporting Schedule.

6. PRIVACY STANDARDS

6.1 Policies and Applications

The HMIS Lead Agency will provide to all Participating Agencies, and make otherwise publicly available to anyone upon request, notices that:

- Describe its role in the processing of Personally Identifiable Information obtained from Participating Agencies.
- Describe accountability measures for meeting applicable privacy and security obligations.
- Inform clients how to pursue their privacy rights with Participating Agencies.

6.1.1 Privacy Policy and Mandatory Collection Notice

Policy:

All Participating Agency End Users must have a sign posted at their workstation or wherever data is collected that describes how information about the client may be used and disclosed and how the client can get access to their information.

Description:

The Mandatory Collection Notice (Appendix C) must be posted at each workstation, desk, or area used for HMIS data collection. The HMIS Privacy Policy (Appendix B) is a document describing a client's data rights in relation to HMIS.

Procedures:

- Post the HMIS Mandatory Collection Notice at each workstation, desk, or area used for HMIS data collection.
- Upon request by a client, the HMIS Privacy Policy shall be provided.

Best Practice:

A Participating Agency could also post the HMIS Mandatory Collection Notice in a waiting room, an intake line, or another area where clients congregate before intake occurs. This will give clients another opportunity to read the notice before receiving services.

6.1.2 Informed Consent Process

Policy:

All clients must go through the Informed Consent Process.

Procedure:

Once a client has been determined eligible for services at a Participating Agency, a Participating Agency End User must verbally explain the use and benefits of HMIS using the Client Consent Form as a guide.
It is the responsibility of the user who is conducting the intake interview to determine if a current Release of Information is uploaded into the system.

Best Practice:

It is recommended that End Users go through the Informed Consent Process consistently with each client.

6.1.3 HMIS Client Consent Form – Release of Information (ROI)

Policy:

All clients' HMIS Client Consent forms must be stored securely for a minimum of three years from date signed.

Procedures:

- The Client Consent Form – Release of Information (ROI) (Appendix A) is valid for three years from the date signed by Client. Therefore, for auditing purposes, it is important to keep the signed HMIS Client Consent form (ROI) for at least that length of time, unless the form is uploaded to HMIS.
- Client Consent forms (ROI) must be kept securely in accordance with standard confidentiality and privacy practices (e.g. locked away in a file cabinet and not accessible without authorization).
- If a Participating Agency does not currently keep client files, they must establish a file system to maintain Client Consent forms (ROI).
- If a Participating Agency chooses to upload each Client Consent form (ROI) into HMIS (preferred method), each Client Consent form (ROI) may be shredded.

Best Practices:

It is recommended that Participating Agencies keep the Client Consent form (ROI) in their current client file with the other information being collected and maintained. It will be easier to locate their information in this manner rather than creating a separate file for HMIS.

Policy:

Participating Agencies will give clients a copy of the HMIS Client Consent form- Release of Information (ROI).

Procedures:

- The Client Consent form (ROI) details the client's rights in HMIS data collection. This information is particularly important to those clients that agree to participate in HMIS.
- At the client's request, the Participating Agency End User should make a copy of the Client Consent form (ROI) and give it to the client.

Best Practice:

Participating Agencies should provide clients with a photocopy of the Client Consent form- Release of Information (ROI), so that the client has a record of their HMIS participation decision.

Policy:

If an end user determines that the client is unable to give consent, the end user will seek guidance from the program manager or the HMIS Administrator.

Procedures:

- The industry-wide best practice is to presume that all clients are competent, unless there is a known court ordering stating otherwise.
- If there is a known, current, and valid court order stating the individual is not competent, then it is not possible for that individual to provide a Client Consent Form. In this case, the HMIS End Users should mark down “DO NOT ENTER MY INFORMATION” and sign as the Participating Agency witness.

Policy:

The data in HMIS is owned by the NorCal CoC or the client owns their own personal data.

Procedures:

- If an outside entity wants aggregated data from the NorCal CoC HMIS database, a proposal that includes the intent and the audience for which the data will be presented must be submitted for approval by the NorCal CoC Executive Board.

Policy:

Clients **do not** have to participate and/or share their information in HMIS to be served by the program.

Procedures:

- A number of clients may choose not to participate and/or share their information in HMIS; however, it is important for reporting purposes that these individuals are still counted.
- To account for the overall services rendered by a Participating Agency, each Participating Agency must keep track of how many clients did not participate in HMIS.

Policy:

Participating Agencies **cannot** deny services to an individual solely on the basis of the individual deciding not to participate and/or share their information in HMIS.

Procedure:

- Participating Agencies must determine if an individual will or will not receive services before the individual goes through the Informed Consent process.

6.2 Revoking Authorization for HMIS Data Collection

Policy:

Clients who initially agree to participate and/or share their information in HMIS have the right to rescind their permission for data collection.

Procedures:

- In order to rescind his or her permission to participate and/or share information in HMIS, a client must request and complete the Revocation Form (Appendix F).
- The Participating Agency will file the completed Revocation Form with the client's previously signed Client Consent Form.
- The Participating Agency will promptly contact the HMIS System Administrator to request that the client's record visibility settings be restricted and not shared.

Best Practices:

If a client comes into a Participating Agency that never provided services to the client and requests a Revocation Form, the Participating Agency shall collect the completed Revocation Form and forward form to the HMIS System Administrator**.**

6.3 Client's Access to Their Information

Policy:

Clients have the right to a copy of their Universal and Program Specific data contained within HMIS.

Procedures:

- Clients may request a copy of their information contained within HMIS.
- Upon request of the client, Participating Agencies are required to provide a printout from HMIS of the Universal and Program Specific Data Elements.
- Participating Agencies are not required to print out any additional information, although it is optional and allowed.

Best Practices:

- Case management notes are typically not shared with the client. However, consider providing the client related information such as their goals, outcomes, referrals, and services provided.
- If utilizing paper forms, with data entry occurring later, consider making a photocopy of the paper forms for the client if they request a copy.
- If entering data directly, without utilizing paper forms, consider automatically printing a copy of the information for the client.

6.4 Client Grievance Process

Policy:

Clients have the right to file a Grievance Form regarding potential violation of their privacy rights as it pertains to HMIS participation.

Procedures:

- A client must request the Client HMIS Grievance Form (Appendix G) from the Participating Agency.
- The client may choose to submit the completed form to the Participating Agency, OR the client may submit the form directly to the HMIS Lead Agency.
- If the Participating Agency receives a completed Grievance Form, they must submit it to the HMIS Lead Agency by the end of the next business day.
- The HMIS Lead Agency will review the grievance, research the nature of the complaint, and will respond to the grievant within 30 days.

Policy:

No punishment will be taken by the HMIS Committee against a client if a client files a grievance.

Procedure:

- The Participating Agency named in the grievance, the HMIS Lead Agency, and other Participating Agencies will not refuse or reduce services to the client because of a grievance.
- If a client reports retaliation because of filing a grievance, the HMIS Committee will conduct an investigation.

6.5 Electronic Sharing of Client Data

Policy:

HMIS has the ability to allow client information sharing between Participating Agencies. Client data may be shared if: 1) it is explicitly authorized by the client on the Release of Information form and 2) an Inter-Agency Data Sharing Agreement has been executed by the Participating Agency.

Description:

While coordinating services, it is important to keep the Client's identity confidential unless the Client expressly permits their information to be shared by signing a Client Consent Form-Release of Information (ROI) and the Participating Agency has signed an Inter-Agency Data Sharing Agreement (Appendix E).

Procedures:

- End Users will keep client data confidential at all times and will obtain client permission to disclose Personally Identifiable Information only when necessary or otherwise required by law or court order.
- Electronic data sharing between Participating Agencies will be enabled with client consent.

7. SECURITY STANDARDS

Through a set of administrative, physical and technical safeguards, the security standards are to: (1) ensure the confidentiality, integrity, and availability of all HMIS information; (2) protect against any reasonably anticipated threats or hazards to security; and (3) ensure compliance by Participating Agency End Users.

7.1 Security Management

Policy:

The HMIS Lead Agency will update and maintain the Security Plan as directed by HUD.

7.1.1 Security Plan

The Security Plan is attached to these guidelines as Appendix L.

7.2 Workstation Security Procedures

Most security breaches are due to human error rather than systematic issues. To keep the application and data secure, Participating Agency End Users must implement security measures.

Policy:

Participating Agency End Users' computer screens should be placed where those not authorized to view confidential data are unable to see the contents of the screen.

Description:

The placement of the monitor can play a role in establishing security at the Participating Agency. Participating Agency End Users will position the monitor in a way that it is difficult for others to see the screen.

Best Practice:

Participating Agencies must determine the best location for computer monitors to prohibit unauthorized viewing of the computer screen. Another option is to utilize a privacy filter for the monitor.

Policy:

Do not write down usernames and/or passwords and store them in an unsecured manner.

Description:

Do not post HMIS username or password information under keyboards, on monitors, or within public view. This type of behavior can lead to large security breaches. Passwords and usernames that are written down must be secured in a locked drawer.

Policy:

Do not ever share login information with anybody (including Participating Agency HMIS Lead or HMIS System Administrator).

Description:

If someone is having trouble accessing HMIS, direct them to contact the Participating Agency HMIS Lead or call or send an e-mail to the HMIS System Administrator. Sharing usernames and passwords or logging on for someone else is a serious security violation of the HMIS End User Agreement (Appendix H). Participating Agency End Users are responsible for all actions taken in the system utilizing their logons. With the auditing and logging mechanisms within HMIS, any changes made, or actions taken will be tracked back to that login.

Policy:

When the Participating Agency End User is away from their computer, the Participating Agency End User must log out of HMIS or lockdown the workstation.

Description:

Stepping away from the computer while logged into HMIS can lead to a serious security breach. Although there are timeouts in place to catch inactivity built into the software, it does not take effect immediately. Therefore, anytime the Participating Agency End User leaves their computer, one of two actions must be completed. The Participating Agency End User can lock down the workstation or log out of HMIS.

7.3 HMIS Software Application – Level Security

Within the HMIS software itself, there are additional layers of security. This makes the system harder to access without appropriate permissions. These security features include:

- There is a SSL encryption of the connection between a Participating Agency End User's computer and the HMIS application. Advanced Encryption Standard, 256-bit, is the method in which the data is encrypted.
- Firewalls are in place on all servers hosted by WellSky. WellSky utilizes an industry standard Intrusion Detection System to pinpoint unauthorized attempts at accessing its network and to shield the customer's data in the event of such an attempt.
- Participating Agency End Users are organized into visibility groups. The groups are given specific permissions on what they can access.
- A Participating Agency End User's connection to the HMIS application will automatically close down after a period of inactivity.
- There are logging and auditing systems in the background recording each Participating Agency End User's activities in adding, viewing, and editing information.

7.4 Security Review

Policy:

The HMIS Lead Agency must complete an annual security review to ensure the implementation of the security requirements by Participating Agencies and the HMIS Lead Agency, itself. This security review will include the completion of a security checklist ensuring that each of the security standards is implemented in accordance with the HMIS security plan.

Description:

Each Participating Agency is given, at time of training, suggestions for providing a secure environment for their clients and Participating Agency End Users who utilize HMIS. Once a year, a security review is conducted at each Participating Agency's location. The following areas of security will be examined and documented:

- Physical and Environmental Security
- PC location out of public area
- Printer location
- PC access
- Personnel Security
- Passwords
- Signed Agreements
- Number of authorized users

Procedures:

- The security review may be carried out by 3 different methods: (1) A Peer Review i.e. one agency reviewing another agency; (2) A Committee Member from another participating agency; or (3) HMIS/CEP Committee designee.
- The HMIS System Administrator or a designee will notify the Participating Agency's Executive Director and/or Participating Agency HMIS Lead of an upcoming review.
- A report with the results of the security review will be submitted to the Participating Agency's Executive Director and the HMIS/CEP Committee. A copy will be filed at the HMIS Lead Agency's office.
- Any deficiencies in practices or security must be resolved immediately. A follow-up review will be conducted to ensure that the changes have taken affect.

Policy:

Participating Agencies are required to immediately resolve any issues discovered during a security review.

Description:

Within 30 days of the Participating Agency security review report, the Participating Agency must provide a written response. The response will be reviewed by the HMIS Committee for clearance and compliance with these Policies and Procedures.

8. HMIS IMPLEMENTATION

8.1 HMIS Software Solution

The NorCal CA 516 has selected "Community Services (formerly ServicePoint)", a web based HMIS software owned by WellSky to be the HMIS software of record. It empowers human service providers, agencies, coalitions, and communities to manage real-time client and services data. Shasta County Department of Housing and Community Action Programs will contract directly with WellSky for this software and supports end-users with a help desk, ongoing training, and project customization including development of project-specific assessments and settings.

8.2 Technology Requirements

Policy:

All computers authorized to access Community Services must meet the minimum requirements as established in this manual.

Procedures:

All computers that will access Community Services (ServicePoint) on behalf of the Participating Agency must meet these minimum requirements; this includes Participating Agency's on-site desktops and laptops. **Accessing Community Services (ServicePoint) from home is never allowed due to security breaches.** It is difficult to ensure that a computer in the home meets the technical standards and that Participating Agency End Users are abiding by the same privacy, confidentiality, and security procedures as they would in the office. Unauthorized individuals (spouses, children, and relatives) could gain access to Community Services (ServicePoint) in a home environment more easily than in an office environment.

Participating Agencies must ensure that their computers meet the following standards:

Supported Browser Brands

Apple Safari
Google Chrome
Microsoft Edge
Microsoft Internet Explorer 11

Java

Required	Recommended
Any version of Java	Recent version of Java

Mobile Devices

Apple iPad with latest version of IOS

Operating Systems

All operating systems used by Participating Agencies must receive support from Microsoft or Apple with regular updates to current operating system. For Microsoft life cycle policy, please find your operating system here: https://support.microsoft.com/en-us/lifecycle/selectindex.

Best Practices:

Participating Agencies should consider these recommendations in preparation for fully utilizing all the capabilities within Community Services (ServicePoint) as well as incorporating standard industry practices:

- Operating system version: Each computer should be on a currently supported version of an operating system (e.g. Windows XP, Windows Vista, Windows 7, Windows 8, or Mac O/S 10.3 or higher).
- Operating system updates: Each computer accessing Community Services (ServicePoint) should be current in applying all of the available critical security patches. Patches should be installed within 24 hours of notification of availability.
- Current anti-virus software and firewall should be present and active.
- Anti-Spyware software: For a computer or network, anti-spyware software should be present, active, and with current definitions.
- Secure internet connection: Ideally each computer should have access to at least a DSL/Broadband high-speed line instead of dial-up connection. This will result in a much-improved experience over connecting with dial-up speeds.
- Standard office software: To use downloaded data from Community Services software that can interpret comma-delimited files, such as spreadsheet, word processing, or database software (such as Microsoft's Excel, Word, and Access) should be present. There are a number of options. It is not a requirement that this software is installed since it is not required to enter HMIS data.

8.3 Inter-Agency Data Sharing Agreement

Policy:

To systematically share data, the Participating Agencies will jointly establish a data sharing network formalized by the execution of an HMIS Inter-Agency Data Sharing Agreement. (Appendix E).

Description:

The Inter-Agency Data Sharing Agreement is a contract between the Participating Agencies who agree to share information in HMIS. The agreement outlines specific requirements on confidentiality, data entry, responsibilities, security, reporting, and other items deemed necessary for proper HMIS operation and compliance.

Procedures:

- An authorized representative of the Participating Agency will sign the Inter-Agency Data Sharing Agreement. Each will maintain a copy for their files.
- The original will be filed at Shasta County Department of Housing and Community Action Agency.

8.4 End User Agreements

Policy:

An End User Agreement (Appendix H) must be signed and kept for all Participating Agency's personnel or volunteers that will collect, use or view data on behalf of the Participating Agency.

Description:

The HMIS End User Agreement is an agreement between the HMIS Lead Agency and a Participating Agency's employees, contractors, or volunteers who are authorized to collect and/or enter data.

Procedures:

- Before a Participating Agency End User begins collecting data, the Participating Agency End User and their program manager must sign an HMIS End User Agreement.
- The HMIS Lead Agency must retain the signed HMIS End User Agreement until seven years after user access is terminated.
- The Participating Agency must ensure that each Participating Agency End User has been trained by the HMIS Lead Agency.
- All end user accounts are subject to a 90-day activity review. If an end user does not login to HMIS within a 90-day period, their access will be deactivated. This access can be reactivated by the Agency's HMIS Lead emailing the HMIS Administrator: hmis@co.shasta.ca.us. The request must include the user's information and the reason as to why the end user had not logged into ServicePoint within the prior 90 days and why the user still needs access. All end users that have been deactivated for 6 months or more must attend additional training.

8.4.1 Removing Authorized Personnel

Policy:

The HMIS System Administrator must be notified as soon as possible, but no later than 3 business days when a Participating Agency End User is no longer authorized to access HMIS.

Procedures:

- Within 3 business days of revoking a Participating Agency's End User's authorization, the Participating Agency will contact the System Administrator via email HMIS@co.shasta.ca.us.
- The Participating Agency will email the System Administrator at the above email address or fax it to 530-225-5178.
- Upon receipt of the User Account Request Form, the HMIS System Administrator will immediately deactivate and/or delete the Participating Agency End User's account.

8.5 HMIS Licensing

Policy:

To participate in HMIS, the Participating Agency must obtain a username for each Participating Agency End User.

Description:

To participate in HMIS, each Participating Agency must have a minimum of one Community Services (ServicePoint) license allowing for one Participating Agency End User.

Procedure:

- When new agencies are requesting participation, a site visit may be scheduled, and all policy and security requirements will be evaluated by the HMIS Lead Agency.

8.6 Designate Participating Agency HMIS Lead

Policy:

All Participating Agencies must designate a Participating Agency HMIS Lead.

Description:

The Participating Agency must designate an individual to act as their Participating Agency HMIS Lead.

The Participating Agency HMIS Lead role possesses different responsibilities than a typical Participating Agency End User. The Participating Agency HMIS Lead will:

- Act as the first tier of support for Participating Agency End Users.
- Act as the main point of contact for HMIS Lead Agency for HMIS related issues.
- Ensure compliance with these Policies and Procedures.
- Post the Mandatory Collection Notice.
- Assist Participating Agency End Users with technical assistance and monitoring.
- **Be a member of and attend HMIS/CE Committee meetings.**
- Request Participating Agency End User additions and deletions as appropriate.
- Request training and/or technical assistance.
- Run the required Reports for each of the Participating Agency's programs based on the reporting schedule and respond to the HMIS Lead Agency's request for data clean-up.

Procedures:

The Participating Agency's HMIS Lead is designated as an oversight person and has the overall responsibility for meeting the requirements of these Policies and Procedures.

8.7 Participating Agency Profile in HMIS

Policy:

Participating Agencies are not able to enter Client data until their profile is set up in Community Services (ServicePoint)

Description:

Within HMIS, each Participating Agency will have an organizational profile that contains the programs and services the Participating Agency offers. The HMIS Administrator will work with each Participating Agency individually to design their profiles.

Procedures:

- The Participating Agency HMIS Lead will work with the HMIS System Administrator to complete the agency profile set up.
- The HMIS System Administrator will work with the Participating Agency HMIS Lead to ensure that the profiles are organized in a way that is useful for the Participating Agency, consistent with standard practices, and meets reporting needs.

8.8 Designating Participating Agency End Users

Policy:

Any individual working on behalf of the Participating Agency (ex: employee, contractor, and/or volunteer), who will collect information for HMIS purposes must be designated as a Participating Agency End User; and therefore is subject to these Policies and Procedures.

Description:

Anyone who collects HMIS data (electronic or paper) or creates reports from Community Services (ServicePoint) must be designated as a Participating Agency End User. Due to client privacy, confidentiality, and security procedures, all Participating Agency End Users must follow the standards and procedures set forth for security and confidentiality. Participating Agency End Users who have not had the proper training will not be equipped to respond to Clients' questions on consent, revocation, intake forms, and other aspects. An individual, who is designated as a Participating Agency End User, but that does not work within Community Services (ServicePoint), is still required to take the Policies and Procedures training class. Individuals who do work within Community Services (ServicePoint) will take this class, as well as specific training on Community Services (ServicePoint).

Procedures:

- After an individual is identified as a Participating Agency End User, the Participating Agency HMIS Lead must sign the End User Agreement Form for submission to the HMIS System Administrator.
- The individual is required to complete the appropriate user training as determined by the HMIS Lead Agency and/or the project supervisor.

9. DATA COLLECTION & REPORTING

9.1 On Whom to Collect Data

Policy:

Participating Agencies are required to attempt data collection with individuals who are experiencing homelessness or are at risk of experiencing homelessness and who are receiving services

Procedures:

- For HMIS purposes, HUD's minimum standards require that individuals who are experiencing homelessness or are at risk of experiencing homelessness and receive services from a Participating Agency must be approached for data collection. Therefore, during the intake process it is important to identify these persons.
- Once these persons are identified, they must go through the Informed Consent Process, which is an oral explanation of HMIS and its benefits, as well as the Client's rights in regard to HMIS.
- Information must be collected separately for each family member, rather than collecting data for the family as a whole.

Best Practices:

- Participating Agencies should also collect HMIS data for individuals or families at risk of homelessness but who are receiving services from the Participating Agency. One of the greatest benefits of HMIS to a Participating Agency is the ability to create reports describing its clients' characteristics, outcomes of the services they receive, and general agency operating information. Entering HMIS data only for persons experiencing homelessness will give the Participating Agency a partial picture. By including both persons already experiencing homelessness and persons at risk of homelessness, Participating Agencies will be able to generate reports that wholly describe their operations.
- Participating Agencies should collect data on individuals or families experiencing homelessness that make contact with the Participating Agency. Enrolling those individuals in Coordinated Entry allows HMIS Participating Agencies the ability to count the persons that attempt to enroll in programs/services, even though they may not actually end up receiving those services. The Participating Agency will be able to create reports about the characteristics of these individuals and use this information for a number of reasons. The Participating Agency could use this data to determine if they are being improperly referred or to quantify the additional need for funding.

9.2 Using Paper-based Data Collection Forms

Policy:

Participating Agencies may choose to collect client data on paper for later data entry or for assistance in data entry. Participating Agencies must use the HMIS Intake Form (Appendix I) provided by the Lead Agency.

Description:

Each Participating Agency will incorporate HMIS into its own operating processes. Some Participating Agencies will prefer to interview clients and simultaneously enter their information directly into the computer. Other Participating Agencies will find it easier to collect information on paper first, and then have someone enter the data later into the HMIS. HMIS paper-based forms that enable collection of the Universal, and Program Specific Data Standards are available. Participating Agencies should use:

- Adult Intake form (Appendix I)
- Minor Intake Form (Appendix J)
- Interim/Exit Form (Appendix K)
- Client Consent Form - Release of Information (ROI) (Appendix A)

During the HMIS training, Participating Agency End Users will learn how to use these forms to fulfill their data collection obligations.

Procedures:

- Participating Agencies may utilize paper-based forms for initial data collection.
- Participating Agency End Users will have 5 business days or 7 calendar days from the point of the event (intake/enrollment, service delivery, or exit) to enter the data.
- Standard forms provided by the HMIS Lead Agency to capture Universal and Program Specific data shall be used by Participating Agencies using paper-based forms for data collection.

9.3 Client Intake: Completing Required Fields in HMIS

Policy:

During client intake, Participating Agency End Users must complete the Universal and Program Specific fields as required for all clients.

Description:

All Participating Agencies are required to complete the Universal fields regardless of funding sources. Participating Agencies that receive homeless assistance grant funds from HUD and the CoC are required to complete the Program Specific fields.

Procedures:

- To complete the Universal fields for intake, Participating Agency End Users will follow the workflow that is set up for their program.
- To complete the Program Specific required fields, Participating Agency End Users will follow the workflow that is set up for their program.

Best Practice:

Participating Agency End Users should be aware of their Participating Agency's data requirements and internal standards. Participating Agencies may decide to collect additional pieces of information beyond the Universal and Program Specific fields. Such additional data needed for the Participating Agency's own operations and/or funding

sources can be entered into HMIS. The Participating Agency will contact the HMIS Administrator to discuss the additional data requirements that need to be collected.

9.5 Client Discharge: Exiting Clients from Programs

Policy:

During discharge or program exit, Participating Agency End Users must complete the Universal and Program Specific required fields for all clients within 5 business days or 7 calendar days.

Description:

During client discharge from a program, there are additional data collection requirements.

Procedures:

- Participating Agency End Users must complete the Universal and Program Specific required fields for discharge.
- To complete the Program Specific required fields, End Users must go to the *Client Program Close, Program Exit, Special Needs at Exit, Income at Exit, Income at Exit Summary and Outcomes* screens and respond to the fields marked required.
- If a Participating Agency collects data on paper-based data forms, the Exit form (Appendix K) shall be used.

10. TRAINING & TECHNICAL ASSISTANCE

10.1 End User Training

Policy:

Participating Agency End Users are required to complete new user training before access to HMIS is given.

Description:

The following training, at a minimum, will be provided quarterly:

Training

Course Description	Course Detail	Required
HMIS Part 1	Policies and Procedures, review of HMIS Data and Technical Standards, Privacy and Mandatory Collection Notices and Consents, navigating HMIS	All new Participating Agency end-users
HMIS Part 2	Policies and Procedures, Setting Up Households, Household Data Sharing, Interim/Annual Updates, Exits and Referrals	All new Participating Agency end users
HMIS Refresher	Review of navigating HMIS, review of HMIS Data and Technical Standards, Review of Privacy, Security and Policies and Procedures	All existing Participating Agency end-users, annually
Reports	Running and understanding management reports; Data clean-up	All new Participating Agency end-users, as needed basis

Procedures:

There are several prerequisites for attending the Participating Agency End User training:

- The Participating Agency must have signed and returned the Personal Services Agreement between the County of Shasta and the Participating Agency and have paid for their annual license(s).
- All Participating Agency HMIS Leads can request End User training by emailing to the HMIS System Administrator.
  Email: HMIS@co.shasta.ca.us
- Participating Agency HMIS Leads shall contact the HMIS System Administrator for information on when the next training is being offered. Training spots are allocated on a first-come first-serve basis.
- Upon completion of training, Participating Agency End Users will be given a login and password to provide access to Community Services (ServicePoint). At this point, the End User will be able to utilize Community Services (ServicePoint).

10.2 Training Refresher

Policy:

All Participating Agencies may request a training refresher as needed.

Description:

HMIS will evolve over time to include new HUD requirements as well as functions that Participating Agencies and the community request.

Procedures:

The Participating Agency HMIS Lead shall contact the HMIS System Administrator to request any additional training necessary to maintain compliance with these Policies and Procedures.

10.3 Contacting the System Administrator

Policy:

All requests for technical assistance and training shall be requested by the Participating Agency HMIS Lead

Procedures:

HMIS System Administrator will be the best resource for finding out specific information regarding technical issues and reporting. Contact the HMIS System Administrator by email at HMIS@co.shasta.ca.us.

Appendix A: HMIS Client Consent Form

Homeless Management Information System (HMIS)
Client Informed Consent & Release of Information Authorization

I, (print consumer's name)_____, understand that (Service Provider) _____collected information about me and/or dependents listed below to enter it into a database system called Homeless Management Information System (HMIS). This database helps participating agencies better understand homelessness, improve service delivery to those at-risk of and experiencing homelessness, and evaluate the effectiveness of services provided to those at-risk of and experiencing homelessness. Participation in data collection and disclosure, although optional, is a critical component of our community's ability to provide the most effective services and housing possible. The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth by federal, state, and local regulations governing confidentiality of client records. Every person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information.

Additionally, the data collected and entered into HMIS may be used during Coordinated Entry Process (CEP) case conferencing. The CEP centralizes and expedites homeless and housing resources to achieve improved outcomes for people experiencing homelessness. Sharing your information will allow for an efficient and effective CEP through coordination of care and ensuring you are connected to services and housing for which you are eligible.

BY SIGNING THIS FORM, I AUTHORIZE THE FOLLOWING:
The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only to participating agencies, who have entered into an Inter-Agency HMIS Data Sharing Agreement and shall be used to:

a. Produce a client profile at intake that will be shared by collaborating agencies
b. Produce anonymous, aggregate-level reports regarding use of services
c. Track individual program-level outcomes
d. Identify unfilled service needs and plan for the provision of new services
e. Allocate resources among agencies engaged in the provision of new services
f. Disclose if required by court order or as required by law
g. Coordinate client care and services to streamline the CEP

BY SIGNING THIS FORM, I AUTHORIZE THE FOLLOWING:
Participating agencies and their representatives can share basic information regarding my family members listed below and/or me. I understand that this information is for the purpose of assessing my/our needs for housing, utility assistance, food, counseling and/or other services.

The information may consist of the following Protected Identifying Information (PII):

- Name
- Date of Birth
- Social Security Number
- Gender
- Ethnicity & Race
- Program entry date
- Program exit date
- Income and Non-Cash benefits information
- Housing information
- VI-SPDAT
- Residence prior to project entry
- Homeless history
- Zip Codes of last permanent address
- Family composition
- Employment status
- Veteran Status
- HIV/AIDS
- Domestic Violence
- Mental Health
- Disabling condition
- Alcohol & drug
- Legal history
- Photo (if applicable)

I UNDERSTAND THAT:

- Use of my likeness in a photograph will be viewable by other participating agencies and may be cropped or edited, as needed. I waive the right to approve or inspect the finished photograph.
- The participating agencies have signed agreements to maintain confidentiality regarding my information.
- The release of my information does not guarantee that I will receive assistance, and my refusal to authorize the use of my information does not disqualify me from receiving assistance.
- My records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise provided for in the regulations, law, or court order.
- Auditors or funders who have legal rights to review the work of this agency, including the U.S. Department of Housing & Urban Development may see my information.
- People using HMIS information to write reports may see my information. Researchers must sign an agreement to protect my privacy before seeing HMIS data. My private information will never appear in research reports.
- Additionally, I understand that participation in data collection is optional, and I may choose not to participate.
- This release is valid for three (3) years from the date of my signature below.
- I also understand that I may withdraw my consent at any time.
- I understand that my personal information will not be made public and will only be used with strict confidentiality.

Participating agencies: A list of the participating agencies within the NorCal Homeless Continuum of Care Homeless Management Information System may be viewed prior to signing this form.

List all Dependent children under 18 in household, if any (first and last names):

Name	Date of Birth
1.	
2.	
3.	
4.	
5.	
6.	

Please initial one of the following levels of consent:

_____I give authorization for mine and my dependents listed above, protected personal and relevant information **to be entered into HMIS and shared between participating agencies.**

OR

_____I give authorization for mine and my dependents listed above, protected personal and relevant information **to be entered into HMIS, but NOT shared between participating agencies.**

OR

_____I do not consent to the inclusion of personal information in HMIS about me and my dependents listed above.

_____

Consumer's Signature Date

Appendix B: Privacy Policy

NorCal CA 516 Continuum of Care

Homeless Management Information System (HMIS)
Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this Notice, you may contact either your service provider, or:
Shasta County Department of Housing and Community Action Programs
1450 Court Street, Suite 108, Redding, CA 96001
(530)225-5160

Your information is personal, and the NorCal CA 516 Continuum of Care is committed to protecting it. Your information is also very important to our ability to provide you with quality services, and to comply with certain laws. This notice describes the privacy practices our employees and other personnel are required to follow in handling your information.

We are legally required to: Keep your information confidential, give you this notice of our legal duties and privacy practices with respect to your information, and comply with this notice.

CHANGES TO THIS NOTICE

We reserve the right to revise or change the terms of this Notice, and to apply those changes to our policies and procedures regarding your information. To obtain a copy of this notice, you can either ask any member of staff, or go to the Nor Cal Continuum of Care website at:
https://www.norcalcoc.org

HOW WE MAY USE AND DISCLOSE YOUR INFORMATION

For Housing: We create a record of your information, including housing services you receive at our partner agencies. We need this record to provide you with quality services and to comply with certain legal requirements.

Participating agencies may use or disclose your information to other personnel who are involved in providing services for you. For example, a housing navigator may need to know disability information to provide appropriate housing resources. Your service team may share your information in order to coordinate the different things you need, such as referrals and services.

Participating agencies may use and disclose your information to other participating HMIS agencies.

We also may use and disclose your information to recommend service options or alternatives that may be of interest to you. Additionally, we may use and disclose your information to tell you about health-related benefits or services that may be of interest to you for example, Medi-Cal eligibility or Social Security benefits. You have the right to refuse this information.

For Service Collaboration: We also may use and disclose your information about you so that you do not have provide information more than once. This sharing, only when you access one of the participating agencies, can help avoid duplication of services and referrals that you are already receiving.

USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION

Research: Under certain circumstances, we may use and disclose information about you for research purposes. For example, a research project may involve comparing your service level and of all clients who received similar services. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of information, trying to balance the research needs with clients' need for privacy of their information. Before the use or disclosure of information for research purposes, any such research project must be approved through an approval process. Aggregate information about you may be disclosed to people conducting a research project to help them identify data for clients with specific needs.

As Required By Law: We will use and disclose information when required by federal or state law or regulation.

To Avert a Serious Threat to Health or Safety: We may use and disclose your information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Public Health Activities: We may disclose your information for public health activities such as to report the abuse or neglect of children, elders, and dependent adults.

Abuse, Neglect, or Domestic Violence: We may disclose your information when notifying the appropriate government authority if we believe you have been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Oversight Activities: We may disclose your information to a federal oversight agency, such as the Department of Housing and Urban Development, for activities authorized by law. These oversight activities are necessary for the government to monitor government service programs, and compliance with civil rights laws.

OTHER USES OF YOUR INFORMATION

Other uses and disclosures of your information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us authorization to disclose your information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose your information for the reasons covered by the authorization, except that, we are unable to take back any disclosures we have already made when the authorization was in effect, and we are required to retain our records of the services that we provided to you.

YOUR RIGHTS REGARDING INFORMATION ABOUT YOU

Right to Inspect and Obtain Copies:
With certain exceptions, you have the right to inspect and obtain copies of your information from our records. To inspect and obtain copies of your information, you must submit a request in writing to your service provider where you received services. The request will be reviewed and responded to within three (3) business days. We reserve the right to deny your right to inspect and obtain copies of your information. If your request is denied, you may appeal this decision and request that another services professional by the Shasta County Department of Housing and Community Action Programs, who was not involved in your provision of services, review the denial.

Right to Request an Amendment:
If you feel that your information in our records is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as we keep the information. To request an amendment, you must submit a request in writing to your service provider. Your request will become part of your record.

Right to Request Restrictions:
You have the right to request that we follow additional, special restrictions when disclosing your information. To request restrictions, you must make your request in writing to your service provider. In your request, you must tell us what information you want to limit, the type of limitation, and to whom you want the limitation to apply.

Right to Request Confidential Communications:
You have the right to request that we communicate with you about appointments or other matters related to your service in a specific way or at a specific location. For example, you can ask that we only contact you at work, or by mail at a post office box. To request confidential communications, you must make your request in writing to your Agency case manager or the person in charge of your services. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice:
You may ask us for a paper copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are entitled to receive a paper copy of this Notice. To obtain a paper copy of this Notice, ask any member of staff.

You have the right to file a complaint if you believe that staff has not complied with the practices outlined in this Notice. All complaints must be submitted in writing. You will not be penalized in any way for filing a complaint.

If you believe your privacy rights have been violated, you may file a complaint with the NorCal CA 516 Continuum of Care System Administrator.

To file a complaint with the Lead Agency, contact:
Shasta County Department of Housing and Community Action Agency
1450 Court Street, Suite 108, Redding, CA 96001

Email: hmis@co.shasta.ca.us

To file a complaint with the State of California, contact:
www.privacy.ca.gov
866-785-9663
800-952-5210

ACKNOWLEDGEMENT OF RECEIPT

By signing this form, you acknowledge receipt of the HMIS Notice of Privacy Practices. Our Notice of Privacy Practices provides information about how we may use and disclose your protected information. We encourage you to read it in full. Our Notice of Privacy Practices is subject to change. If we change our notice, you may obtain a copy of the revised notice by accessing our web site, https://www.norcalcoc.org or by contacting any staff person involvedin your services.

If you have any questions about our Notice of Privacy Practices, please contact:
Shasta County Department of Housing and Community Action Agency
1450 Court Street, Suite 108, Redding, CA 96001
Email: hmis@co.shasta.ca.us

I acknowledge receipt of the HMIS Notice of Privacy Practices.

Client Signature	Client Name Printed	Date

Inability to Obtain Acknowledgement

To be completed only if no signature is obtained. If it is not possible to obtain the client's acknowledgement, describe the good faith efforts made to obtain the client's acknowledgement, and the reasons why the acknowledgement was not obtained:

Staff Member's Signature	Staff Name and Title Printed	Date

Appendix C: Mandatory Collection Notice

HOMELESS MANAGEMENT INFORMATION SYSTEM MANDATORY COLLECTION NOTICE

We collect personal information directly from you for reasons that are discussed in our Privacy Policy. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Policy is available upon request.

Appendix D: HMIS Request for Policy Addition, Deletion, or Change

NorCal CA 516 Continuum of Care
HMIS Request for Policy Addition, Deletion, Change

Organization:_____
Name:_____
Date: _____

I request that the following change(s) be made to the HMIS Policies & Procedures Manual:

Change the following existing policy:

_____
_____
_____

Delete the following existing policy:

_____
_____
_____

Add the following:
Provide in clear and concise language the policy to be considered by the HMIS Committee to be inserted / deleted in or from the current Policies and Procedures manual. Please be clear and specific.

Policy:

_____
_____
_____

Provide a brief description of the policy or process. Please be clear and specific.

Description:

_____
_____
_____

Provide in detail the procedure for the policy identified above. Please be clear and specific.

Procedures:

_____
_____
_____

Appendix E: Inter-Agency Data Sharing Agreement

NorCal CA 516 Inter-Agency HMIS Data Sharing Agreement

By signing this Inter-Agency Data Sharing Agreement,_____shall be designated a "Participating Agency" in the NorCal CA-516 Homeless Management Information System (HMIS) and/or Coordinated Entry Process (CEP). This Participating Agency agrees to share the demographic and programmatic data (when authorized to do so by the client) using the NorCal CA 516 HMIS or during CEP case conferencing. The Participating Agency's client data shall be shared with all participating agencies that also have a signed Inter-Agency Data Sharing Agreement on file with the HMIS Lead Agency (Shasta County). Each individual end user that directly accesses and enters data into HMIS must complete and comply with the HMIS User Agreement.

Authorized Uses and Disclosures of HMIS Data[1]:

- To provide or coordinate housing and/or services for families and individuals experiencing homelessness or facing a housing crisis across the NorCal Continuum of Care service area which includes the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou.
- For functions related to payment or reimbursement for services.
- To carry out administrative functions, including but not limited to legal, audit, personnel oversight and management functions.
- For creating de-identified reports from PII.
- To avert a serious threat to health or safety.
- Uses and discloses for academic research purposes.
- Disclosures for law enforcement purposes.

Participating Agency Requirements:

Each Participating Agency agrees that it shall:

- With respect to any and all information, only obtain, use, and disclose information in accordance with HMIS Policies & Procedures. The Participating Agency will produce a client profile at intake that will be shared by collaborating agencies.
- Produce anonymous, aggregate-level reports regarding use of services to identify unfilled service needs and plan for the provision of new services, allocate resources among agencies engaged in the provision of new services and track individual program-level outcomes.
- Not access identifying information for any individual who is (a) not a client of the Participating Agency or (b) who has not consented in writing to share, disclose, or release of information. The Participating Agency may access its clients' identifying information on an as needed basis and request in writing access to statistical, non-identifying information on clients served by other Participating Agencies.
- Not report on a client's whereabouts to outside entities that are not a part of this signed Inter-Agency Data Sharing Agreement (e.g., law enforcement, missing person inquiries, and governmental agencies), unless required by law, court order or other requirements, or if life threatening or emergency circumstances warrant.
- Report only non-identifying information from HMIS in response to requests unless otherwise required by law.

[1]Federal Register/Vol.69, No. 146, Friday, July 30, 2004

Client Protection:

- Basic client profile data, which includes client demographics (name, birth date, social security number, gender, ethnicity, veteran status, language(s) spoken, photo, other identifying information, etc.) will be shared with the NorCal CoC Participating Agencies participating in HMIS provided that the client to whom the data pertains has in place a current, valid written consent, for the obtaining, disclosure, sharing, and release of that information and that the consent has not been withdrawn or revoked.
- The applicable Client Authorization form (ROI) must be signed by the client in order for the Personally Identifiable Information (PII) to be shared in HMIS or during CEP case conferencing.
- In the event a client doesn't want to share their information with other agencies, it's the responsibility of the Participating Agency end-user to make client's program enrollment, services, file, etc., private in HMIS and to ensure if the information is provided during CEP case conferencing, it is done so in a non-identifying manner. .
- Client's project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement. At the time of informed consent, and at any point after, the client has the right to revoke consent. Any revocation of consent is effective from the date of revocation going forward and does not apply to data that is already shared in HMIS or for the purposes of CEP case conferencing.
- HMIS Participating Agency end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the Client Informed Consent & Release of Information Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures both within HMIS and during CEP case conferencing.
- Clients may NOT be denied services based on their choice to withhold their consent to share their information.

Agreed to and signed by the following agency representative:

_____	_____
Printed Name	Agency Name
_____	_____
Signature	Date

Appendix F: Revocation Form

NorCal CA 516Homeless Management Information System (HMIS)

Client Revocation Form

Agency Information ("This agency") _____

Name: _____
Address: _____
City, State, Zip: _____

I hereby revoke permission for this agency to share my demographic, household and service information with other agencies that use NorCal CA 516Homeless Management Information System (HMIS).

I understand that the information will remain in HMIS, and will no longer be available to other partner agencies; however, information previously shared or disclosed by this agency as a result of my prior consent cannot be retracted, nor may this agency withhold information required to be shared or disclosed by law.

_____	_____	_____
Name of Client	Signature of Client	Date

_____	_____
Name of Agency Representative	Signature of Agency Representative

_____
Date

Appendix G: Client HMIS Grievance Form

NorCal CA 516 HMIS

If you think your privacy rights for the information entered into HMIS have been violated, use this form to report the problem.

It is against the law for any agency to retaliate against you or deny services for the act of filing a grievance.

Name of Individual Filing the Grievance: _____		
Grievance Information		
Date of Occurrence: _____	Have you discussed this issue with the HMIS Agency? Yes No Date of discussion: _____	Agency Name:
Issue of Grievance: List specific problem(s)/issue(s).		
For clarification of the issues of your grievance, please provide statements regarding the condition which is the subject of this grievance. (Describe what happened, when, and where. Attach any supporting documentation.)		
Relief Request: Indicate the action(s) that would resolve your grievance.		

My signature indicates that the information contained on this form and attachments (if any) to this form is true and factual to the best of my knowledge.

_____ _____

Signature Date

Appendix H: HMIS End User Agreement

HMIS END USER AGREEMENT

Agency:_____Name of End User:_____

The NorCal CoC recognizes the importance of client needs in the design and management of HMIS. These nee include maintaining client confidentiality and treating the personal data of clients with respect and care.

As the guardians entrusted with this personal data, Participating Agency End Users have a moral and a leg obligation to ensure that the data they enter into HMIS is being collected, accessed and used appropriately. Prop user training; adherence to the NorCal HMIS Policies and Procedures Manual; and a clear understanding of t privacy, security, and confidentiality policies are vital to achieving these goals.

Your User ID and password give you access to HMIS. Initial each item below to indicate your understanding a acceptance of the proper use of your User ID and password and your intention to comply with all elements of t Homeless Management Information System Data and Technical Standards Notice published by the U.S. Departme of Housing and Urban Development. Unauthorized use or disclosure of HMIS information is a serious matter and a End User found to be in breach of this agreement will be subject to the following penalties or sanctions, including:t loss or limitation of use of Service Point; adverse employment actions including dismissal; and civil and/or crimi prosecution.

Please initial that you understand and agree to comply with all the statements listed below.

_____My ServicePoint User ID and password are for my use only and must not be shared with anyone.

_____I will take all reasonable means to keep my User ID and password physically secure.

_____If I am logged into ServicePoint and must leave the work area where the computer is located, I must lo off of Service Point before leaving.

_____Any computer that has Service Point “open and running” shall never be left unattended. Any comput that is used to access Service Point must be equipped with locking (password protected) screen savers.

_____If I notice or suspect a security breach, I must notify the HMIS System Administrator – Shasta Cour Department of Housing and Community Action Programs.

_____I understand that the only individuals who can view HMIS information are authorized users and t clients to whom the information pertains.

_____I understand that in the event a client doesn’t want to share their information with other agencies, it’s r responsibility to make the client’s program enrollment, services, file, etc., private in HMIS and to ensure if t information is provided during CEP case conferencing; it is done so in a non-identifying manner.

_____I understand that I will maintain HMIS data in such a way as to protect against revealing the identity clients to unauthorized agencies, individuals, or entities (see the Client informed Consent and Release of Informati Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures) both within HMIS and duri CPE case conferencing.

_____I understand that I may only view, obtain, disclose, or use the database information that is necessary performing my job.

_____I understand that these rules apply to all users of HMIS, whatever their work role or position.

_____I understand that hard copies of HMIS information must be kept in a secure file.

_____I understand that once hard copies of HMIS information are no longer needed, they must be prope destroyed to maintain confidentiality.

I affirm the following:

1. I have received the following HMIS trainings:
   a) ServicePoint use
   b) Privacy
   c) Data collection
   d) Security policy
2. I have read and will abide by all policies and procedures in the HMIS Policies and Procedures Manual a have adequate training and knowledge to enter data and/or run reports in ServicePoint.
3. I will maintain the confidentiality of client data in ServicePoint as outlined above and in the HMIS Policies a Procedures Manual.
4. I will only search, view, enter or share data in HMIS when a Client Consent Form is on file.

_____ _____

End User Signature Date

_____ _____

End User Printed Name Phone Number

_____

Email Address

To be filled out by Agency Directory/Supervisor

Designated Agency HMIS Program Lead ☐ Yes ☒ No

User will be generating reports ☐ Yes ☒ No

Please indicate the programs the end user has been authorized to access.

_____ _____

Agency Director/ Supervisor Date

Appendix I: Adult Intake Form

1. Intake Summary

Agency Case No:	**Service Point Client No:**
Intake Date: Mont Day Year	Intake Staff Name
Case Manager	Staff Direct Phone Line
Agency Name	Notice of Privacy Practices Acknowledgement signed ☐ Yes ☐ No
Program Name	Release of Information (ROI) Signed ☐ Yes ☐ No

2. Household Information

Household Type	☐ Couple (parent & friend) & child(ren)	☐ Foster Parent(s)with child(ren)	☐ Other
	☐ Couple with no child(ren)	☐ Grandparent(s)with child(ren)	☐ Single Adult
	☐ Extended family unit	☐ MaleSingle Parent	☐ Two Parents withchild(ren)
	☐ Female Single Parent	☐ Non-custodial Caregiver(s)w/child(ren)	

3. Client Information

First	Middle	Last	Suffix

Alias	Email Address

Address	Telephone

SSN	- -	**U.S. Military Veteran** *(adults only)*	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused
SSN Data Quality	☐ Full Reported ☐ Partial/Approx. Reported ☐ Client doesn't know ☐ Client refused		
Date of Birth	Month Day Year	**Gender**	☐ Male ☐ Female ☐ A gender other than singularly female or male (e.g. non-binary, genderfluid, agender, culturally specific gender) ☐ Transgender ☐ Questioning
DOB Data Quality	☐ Full DOB Reported ☐ Approximate or Partial DOB Reported ☐ Client doesn't know ☐ Client refused		
Primary Race & Secondary Race	Pri Sec ☐ ☐ American Indian, or Alaska Native, or Indigenous ☐ ☐ Asian or Asian American ☐ ☐ Black, or African American, or African ☐ ☐ Native Hawaiian or Pacific Islander ☐ ☐ White ☐ ☐ Client doesn't know ☐ ☐ Client refused	**Ethnicity**	☐ Non-Hispanic/Non-Latin (a) (o) (x) ☐ Hispanic/Latin (a) (o) (x) ☐ Client doesn't know ☐ Client refused
Relationship to Head of Household (HoH)	☐ Self (Head of Household) ☐ Head of Household's child ☐ Head of Household's spouse or partner ☐ Head of Household's other relation member ☐ Other (non-relation member)	**Disabling Condition?**	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused
Zip Code of Last Permanent Address		**Client Location (CoC) & Current County of Service**	☐ CA-516 ☐ Del Norte ☐ Lassen ☐ Modoc ☐ Plumas ☐ Shasta ☐ Sierra ☐ Siskiyou
Zip Data Quality	☐ Full Reported ☐ Partial/Approx. Reported ☐ Client doesn't know ☐ Client refused		

NOTES:

4. Homeless Determination

Prior Living Situation

Where did you spend last night? *(all adults & unaccompanied youth)*

--HOMELESS SITUATION--
- ☐ Place not meant for human habitation (car, abandoned building, bus or train station, etc.)
- ☐ Emergency shelter (incl. hotel/motel or campground paid for w/ES voucher, or RHY-funded Host Home Shelter) (ES)
- ☐ Safe Haven (SH)

--INSTITUTIONAL SITUATIONS--
- ☐ Foster care home or foster care group home
- ☐ Hospital or other residential non-psychiatric medical facility
- ☐ Jail, prison, or juvenile detention facility
- ☐ Long-term care facility or nursing home
- ☐ Psychiatric hospital or other psychiatric facility
- ☐ Substance abuse treatment facility/detox

--TEMPORARY AND PERMANENT HOUSING SITUATIONS
- ☐ Residential project or halfway house w/no homeless criteria
- ☐ Hotel or motel paid for without emergency shelter voucher
- ☐ Transitional housing for homeless persons (including homeless youth) *
- ☐ Host Home (non-crisis)
- ☐ Staying or living in a friend's room, apartment or house
- ☐ Staying or living in a family member's room, apartment or house
- ☐ Rental by client, with GPD TIP housing subsidy
- ☐ Rental by client, with VASH subsidy
- ☐ Permanent housing (other than RRH) for formerly homeless persons
- ☐ Rental by client, with RRH or equivalent subsidy
- ☐ Rental by client, with HCV voucher (tenant or project based)
- ☐ Rental by client in a public housing unit
- ☐ Rental by client, no ongoing housing subsidy
- ☐ Rental by client, with other ongoing housing subsidy
- ☐ Owned by client, with ongoing housing subsidy
- ☐ Owned by client, no ongoing housing subsidy

--OTHER--
- ☐ Client doesn't know
- ☐ Client refused
- ☐ Data Not Collected

*If yes to Transitional/Permanent Housing or Institutional Situations:

On the night before, did you stay on the streets, ES or SH?
☐ Yes ☐ No

Length of stay in previous place
- ☐ One night or less
- ☐ Two to six nights
- ☐ One week or more, but less than one month
- ☐ One month or more, but less than 90 days
- ☐ 90 days or more, but less than one year
- ☐ One year or longer
- ☐ Client doesn't know
- ☐ Client refused

Number of times client has been homeless (on the streets, in ES, or SH) in past three years including today
- ☐ 1 time
- ☐ 2 times
- ☐ 3 times
- ☐ Four or more times
- ☐ Client doesn't know
- ☐ Client refused

Approximate date homelessness started

Month Day Year

Total number of months homeless on the street in the past three years
- ☐ 1 month (this time is the first month)
- ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
- ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11
- ☐ 12 ☐ More than 12 months
- ☐ Client doesn't know ☐ Client refused

5. Monthly Income

Income from any source: ☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused

Source of Income:	Receiving Income Source	Amount Received	Additional Household Members	Notes
Alimony or Other Spousal Support	☐ Yes ☐ No	$	$	
Child Support	☐ Yes ☐ No	$	$	
Earned Income (wages)	☐ Yes ☐ No	$	$	
General Assistance (GA)	☐ Yes ☐ No	$	$	
Other	☐ Yes ☐ No	$	$	
Pension or retirement income from another job	☐ Yes ☐ No	$	$	
Private Disability Insurance	☐ Yes ☐ No	$	$	
Retirement Income from Social Security	☐ Yes ☐ No	$	$	
SSDI	☐ Yes ☐ No	$	$	
SSI	☐ Yes ☐ No	$	$	
TANF (including CalWORKs)	☐ Yes ☐ No	$	$	
Unemployment Insurance	☐ Yes ☐ No	$	$	

VA Non-Service-Connected Disability Pension	☐ Yes ☐ No	$	$	
VA Service-Connected Disability Compensation	☐ Yes ☐ No	$	$	
Worker's Compensation	☐ Yes ☐ No	$	$	

6. Non-Cash Benefits

Non-cash benefit from any source: ☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused

Source of Non-cash benefit:	Receiving Benefit	Type Received	Additional Household Members	Notes
SNAP including CalFresh (Food Stamps)	☐ Yes ☐ No			
Special Supplemental Nutrition Program (WIC)	☐ Yes ☐ No			
TANF Child Care Services	☐ Yes ☐ No			
TANF Transportation Services	☐ Yes ☐ No			
Other TANF Funded Services (Sec.8/Public Housing/Rent Assist)	☐ Yes ☐ No			
Other Source	☐ Yes ☐ No			

7. Health Insurance

Covered by Health Insurance: ☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused

Health Insurance type:	Covered?	Start date	Insurance Notes
MEDICAID/MEDI-CAL	☐ Yes ☐ No		
MEDICARE	☐ Yes ☐ No		
State Children's Health Insurance Program	☐ Yes ☐ No		
Veteran's Administration (VA) Medical Services	☐ Yes ☐ No		
Employer – Provided Health Insurance	☐ Yes ☐ No		
Health Insurance obtained through COBRA	☐ Yes ☐ No		
Private Pay Health Insurance	☐ Yes ☐ No		
State Health Insurance for Adults	☐ Yes ☐ No		
Indian Health Services Program	☐ Yes ☐ No		
Other	☐ Yes ☐ No		

8. Disabilities

Disability Type:	Disability Determination	If Yes, Expected to be of long- continued and indefinite duration and substantially impairs ability to live independently?	Start date	Disability Notes
Alcohol Use Disorder	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
Both Alcohol and Drug Use Disorder	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
Chronic Health Condition	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
Developmental	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
Drug Use Disorder	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
HIV/AIDS	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
Mental Health Disorder	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		
Physical	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused	☐ Yes ☐ Client doesn't know ☐ No ☐ Client refused		

9. Domestic Violence Questions

Are you a Domestic Violence Victim/Survivor?	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused
IF YES – When did the Domestic Violence experience occur?	☐ Within past 3 months ☐ 3-6 mo. Ago ☐ 6-12 mo. Ago ☐ More than a year ago ☐ Client doesn't know ☐ Client refused
	IF YES – Are you currently fleeing? ☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused

10. Coordinated Entry Questions

Do you have a felony conviction?	☐ Yes ☐ No	**Registered sex offender?**	☐ Yes ☐ No
Have you ever been denied housing because of criminal convictions?	☐ Yes ☐ No	**Do you have any pets?**	☐ Yes ☐ No

11. Residential Move-In Date

If Yes, Date of Move-In	Month	Day	Year

NOTES:

Appendix J: Minor Intake Form

NorCal HMIS Minor Intake Form

Please fill out (1) form for each child

Agency Case No: **Service Point Client No:**

1. Head of Household Information

Intake Date	Mont ay Year	Name of HOH:
	SSN:	DOB:

2. Household Relationship

Relationship to Head of Household

☐ Brother	☐ Granddaughter	☐ Nephew	☐ Son
☐ Daughter	☐ Grandfather	☐ Niece	☐ Son-in-law
☐ Daughter-in-law	☐ Grandmother	☐ Other non-relative	☐ Step-daughter
☐ Father	☐ Grandson	☐ Other relative	☐ Step-son
☐ Father-in-law	☐ Husband	☐ Self	☐ Unknown
☐ Foster daughter	☐ Mother	☐ Significant other	☐ Wife
☐ Foster son	☐ Mother-in-law	☐ Sister	

3. Client Information

First	Middle	Last	Suffix

Alias

SSN	- -	**Gender**	☐ Male ☐ Female ☐ A gender other than singularly female or male (e. non-binary, genderfluid, agender, culturally specific gender. ☐ Transgender ☐ Questioning
SSN Data Quality	☐ Full Reported ☐ Partial/Approx. Reported ☐ Client doesn't know ☐ Client refused		
Date of Birth	Month Day Year	**Ethnicity**	☐ Non-Hispanic/Non-Latin (a) (o) (x) ☐ Hispanic/Latin (a) (o) (x) ☐ Client doesn't know ☐ Client refused
DOB Data Quality	☐ Full Reported ☐ Partial/Approx. Reported ☐ Client doesn't know ☐ Client refused		
Primary Race & Secondary Race	Pri Sec ☐ ☐ American Indian, Alaska Native, or Indigenous ☐ ☐ Asian, or Asian American ☐ ☐ Black, African American, orAfrican ☐ ☐ Native Hawaiian or Pacific Islander ☐ ☐ White ☐ ☐ Client doesn't know ☐ ☐ Client refused	**Disabling Condition?**	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused
Zip Code of Last Permanent Address		**Zip Data Quality**	☐ Full Reported ☐ Partial/Approx. Reported ☐ Client doesn't know ☐ Client refused

4. Monthly Income/Non-Cash Benefits/Health Insurance/Disabilities

Income from any source:	☐ Yes ☐ No (*If yes, Please record on HoH Intake.)*
Covered by Health Insurance:	☐ Yes ☐ No ☐ Client doesn't know ☐ Client refused

Health Insurance Type:

☐ MEDICAID/MEDI-CAL	☐ MEDICARE	☐ State Children's Health Insurance Program	☐ VA Medical Services
☐ Employer – Provided Health Insurance		☐ Health Insurance obtained through COBRA	☐ Private Pay Health Insurance
☐ State Health Insurance for Adults		☐ Indian Health Services Program	☐ Other

Disability Type:	Determination	If Yes, Expected to be of long-continued and indefinite duration and substantially impairs ability t live independently?			
Alcohol Use Disorder	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
Both Alcohol and Drug Use Disorder	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
Chronic Health Condition	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
Developmental	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
Drug Abuse	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
HIV/AIDS	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
Mental Health Disorder	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused
Physical	☐ Yes ☐ No	Start Date:	☐ Yes ☐ No	☐ Client doesn't know	☐ Client refused

*Please make sure to get a RELEASE OF INFORMATION (ROI) signed for each additional adult Household member. *

Appendix K: Exit Form – all household members

1. Exit Summary

Agency Name	Staff Name
Program Name	Staff Phone Line
Date of entry into program	Date of exit from program

2. Client Information

Client Name	Today's Date
SSN	Street Address
Date of Birth	City, State, Zip
Email	Phone

3. Reason For Leaving

☐ Completed program
☐ Criminal activity/violence
☐ Death
☐ Disagreement with rules/persons
☐ Left for housing opportunity before completing program
☐ Needs could not be met
☐ Non-compliance with program
☐ Non-payment of rent
☐ Other
☐ Reached maximum time allowed
☐ Unknown/Disappeared

If other, specify:

4. Destination

HOMELESS SITUATION
☐ Place not meant for habitation
☐ Emergency shelter, including hotel or motel paid for with emergency shelter voucher
☐ Safe Haven

INSTITUTIONAL SITUATIONS
☐ Foster care home or foster care group home
☐ Hospital or other residential non-psychiatric medical facility
☐ Jail, prison, or juvenile detention facility
☐ Long-term care facility or nursing home
☐ Psychiatric hospital or other psychiatric facility
☐ Substance abuse treatment facility or detox center

TEMPORARY AND PERMANENT HOUSING SITUATIONS
☐ Residential project or halfway house w/no homeless criteria
☐ Hotel or motel paid for without emergency shelter voucher
☐ Transitional housing for homeless persons (including homeless youth) *
☐ Host Home (non-crisis)
☐ Staying or living in a friend's room, apartment or house, temporary tenure
☐ Staying or living in a family member's room, apartment or house, temporary tenure
☐ Staying or living in a friend's room, apartment or house, permanent tenure
☐ Staying or living in a family member's room, apartment or house, permanent tenure
☐ Moved from one HOPWA funded project to HOPWA PH
☐ Moved from one HOPWA funded project to HOPWA TH
☐ Rental by client, with GPD TIP housing subsidy
☐ Rental by client, with VASH housing subsidy
☐ Permanent housing (other than RRH) for formerly homeless persons
☐ Rental by client, with RRH or equivalent subsidy
☐ Rental by client, with HCV voucher (tenant or project based)
☐ Rental by client in a public housing unit
☐ Rental by client, no ongoing housing subsidy
☐ Rental by client, with other ongoing housing subsidy
☐ Owned by client, with ongoing housing subsidy
☐ Owned by client, no ongoing housing subsidy

OTHER
☐ No exit interview completed
☐ Other
☐ Deceased
☐ Client doesn't know
☐ Client refused
☐ Data Not Collected

If other, specify:

5. Residential Move-In Date

	Month	Day	Year
If Yes, Date of Move-In			

6. Updates

Monthly Income	Amount	Non-Cash Benefits	Amount
☐ *NO CHANGE AT EXIT*		☐ *NO CHANGE AT EXIT*	
☐ Alimony or Other Spousal Support	$	☐ SNAP including CalFresh (Food Stamps)	$
☐ Child Support	$	☐ Special Supplemental Nutrition Program (WIC)	$
☐ Earned Income (wages)	$	☐ TANF Child Care Services	$
☐ General Assistance (GA)	$	☐ TANF Transportation Services	$
☐ Other	$	☐ Other TANF Funded Services (Sec.8/Public Housing/Rent Assist)	$
☐ Pension or retirement income from another job	$	☐ Other Source	$
☐ Private Disability Insurance	$		
☐ Retirement Income from Social Security	$		
☐ SSDI	$		
☐ SSI	$		
☐ TANF (including CalWORKs)	$		
☐ Unemployment Insurance	$		
☐ VA Non-Service-Connected Disability Pension	$		
☐ VA Service-Connected Disability Compensation	$		
☐ Worker's Compensation	$		

Health Insurance:	Notes	Disabilities	Notes
☐ *NO CHANGE AT EXIT*		☐ *NO CHANGE AT EXIT*	
☐ MEDICAID/MEDI-CAL		☐ Alcohol Abuse	
☐ MEDICARE		☐ Both Alcohol and Drug Abuse	
☐ State Children's Health Insurance Program		☐ Chronic Health Condition	
☐ Veteran's Administration (VA) Medical Services		☐ Developmental	
☐ Employer – Provided Health Insurance		☐ Drug Abuse	
☐ Health Insurance obtained through COBRA		☐ HIV/AIDS	
☐ Private Pay Health Insurance		☐ Mental Health Problem	
☐ State Health Insurance for Adults		☐ Physical	
☐ Indian Health Services Program			
☐ Other			

OPTIONAL EXIT QUESTIONS	
What supportive services did the client receive while in the program?	
☐ Outreach	☐ Education
☐ Drug or Alcohol abuse services	☐ Childcare
☐ Employment assistance	☐ Domestic Violence services
☐ Legal Services	☐ Life skills (outside of case management)
☐ Credit repair	☐ Housing placement and search
☐ Medi-Cal related services	☐ Transportation
☐ Case management	☐ Financial Assistance
☐ Mental Health services	☐ Other
☐ Landlord engagement	

Appendix L – Privacy and Security Plan

HMIS PRIVACY & SECURITY PLAN

NorCal CA 516
Homeless Continuum of Care

2021

PRIVACY & SECURITY

Privacy refers to the protection of the client's data stored in an HMIS from open view, sharing, inappropriate use, or unauthorized disclosure. Security refers to the protection of the client's data stored in the HMIS from unauthorized access, use, disclosure, or modification.

Contents

Introduction

The HMIS Lead Agency is responsible for overseeing HMIS privacy and security. The HMIS Lead Agency may delegate some specific duties related to maintaining HMIS privacy and security to an HMIS System Administrator. HMIS Participating Agencies are responsible for preventing degradation of the HMIS resulting from viruses, intrusion, or other factors within the agency's control and for preventing inadvertent release of confidential client- specific information through physical, electronic or visual access to End User workstations. Each Participating Agency is responsible for ensuring it meets the Privacy and Security requirements detailed in the HUD HMIS Data and Technical Standards. Participating Agencies will conduct a thorough review of internal policies and procedures regarding HMIS annually.

Privacy

Privacy Plan Overview

On July 30, 2004, the US Department of Housing and Urban Development (HUD) released the Data and Technical standards for Homeless Management Information Systems (Federal Register, Vol. 69, No.146-45888) and on December 9, 2011 HUD released ***HMIS Requirements Proposed Rule*** (***Federal Register / Vol. 76, No. 237).***

These standards outlined the responsibilities of the HMIS and for the agencies which participate in an HMIS. This section describes the Privacy Plan of the NorCal CA 516 Homeless Continuum of Care HMIS. All users, agencies and system administrators must adhere to this Privacy Plan.

We intend our Privacy Plan to support our mission of providing an effective and usable case management tool. We recognize that clients served by individual agencies are not exclusively that "agency's client" but instead are truly a client of the NorCal CA 516 Continuum of Care. Thus, we have adopted a Privacy Plan which supports an open system of client-level data sharing among agencies. The data is owned by the NorCal CA 516 CoC that is entered into the NorCal HMIS; and the clients own their own personal data.

The core tenet of our Privacy Plan is the Baseline Privacy Statement. The Baseline Privacy Statement describes how client information may be used and disclosed and how clients can get access to their information. Each agency must either adopt the Baseline Privacy Statement or develop a Privacy Statement which meets and exceeds all minimum requirements set forth in the Baseline Privacy Statement (this is described in the Participating Agency Responsibilities section of this Privacy Plan). This ensures that all agencies who participate in the HMIS are governed by the same minimum standards of client privacy protection.

Baseline Privacy Statement: This is the main document of this Privacy Plan. This document outlines the minimum standard by which an agency collects, utilizes, and discloses information.	*REQUIRED* Participating Agencies must adopt a privacy statement which meets all minimum standards and to post this Statement on your Agency's local website (if available).
Consumer Notice Posting: This posting explains the reason for asking for personal information and notifies the client of the Privacy Notice.	*REQUIRED* Agencies must adopt and utilize a Consumer Notice Posting.

HMIS Client Consent Form: This form must be signed by all adult clients and unaccompanied youth. This gives the client the opportunity to refuse the sharing of their information to other agencies within the system.	*REQUIRED* Client Signatures are required to share with participating agencies.

HMIS User Responsibilities

A client's privacy must be upheld by the users and direct service providers and can also be made public at the client's discretion. The role and responsibilities of the user cannot be over-emphasized. A user is defined as a person that has direct interaction with a client or their data. (This could potentially be any person at the agency: staff member, volunteer, contractor, etc.)

Users have the responsibility to:

- Understand their agency's Privacy Statement;
- Be able to explain their agency's Privacy Statement to clients;
- Follow their agency's Privacy Statement;
- Know where to refer the client if they cannot answer the client's questions;
- Complete **HMIS Client Consent Form** with client prior to collecting HMIS data;
- Present their agency's Privacy Statement and the HMIS Notice of Privacy Practices to the client before collecting any information; and
- Uphold the client's privacy in HMIS.

Agency Responsibilities

The 2004 HUD HMIS Data and Technical Standards emphasize that it is the Participating Agency's responsibility for upholding client privacy. All agencies must take this task seriously and take time to understand the legal, ethical and regulatory responsibilities. This Privacy Plan and the Baseline Privacy Statement provide guidance on the minimum standards by which agencies must operate if they wish to participate in the HMIS.

Meeting the minimum standards in this Privacy Plan and the Baseline Privacy Statement are required for participation in HMIS. Any Participating Agency may exceed the minimum standards described and are encouraged to do so.

Participating Agencies have the responsibility to:

- Review their program requirements to determine what industry privacy standards must be met that exceed the minimum standards outlined in this Privacy Plan and Baseline Privacy Statement (examples: Substance Abuse Providers covered by 24 CFR Part 2, HIPAA Covered Agencies, Legal Service Providers);
- Review the 2004 HMIS Data and Technical Standards (Federal Register, Vol 69, No. 146-45888);
- Ensure that all clients are aware of the adopted Privacy Plan and have access to it.
- Make reasonable accommodations for persons with disabilities, language barriers or education barriers;
- Ensure that anyone working with clients covered by the Privacy Plan can meet the User Responsibilities; and
- Designate at least one Security Officer (May be the same as the Participating Agency HMIS Lead) that has been trained to technologically uphold the agency's adopted Privacy Plan.

Each HMIS Participating Agency must use this Privacy Plan that describes how and when the Participating Agency may use and disclose clients' Protected Identifying Information (PII). PII includes name, Social Security Number (SSN), date of birth, zip code, project entry and/or exit date, and unique personal identification number (HMIS Unique Identifier).

Participating Agencies may be required to collect some PII by law, or by organizations that give the agency money to operate their projects. PII is also collected by Participating Agencies to monitor project operations, to better understand the needs of people experiencing homelessness, and to improve services for people experiencing homelessness. Participating Agencies are permitted to collect PII only with a client's written consent.

Participating Agencies may use and disclose client PII to:

- Verify eligibility for services;
- Provide clients with and/or refer clients to services that meet their needs;
- Manage and evaluate the performance of programs;
- Report about program operations and outcomes to funders and/or apply for additional funding to support agency programs;
- Collaborate with other local agencies to improve service coordination, reduce gaps in services, and develop community-wide strategic plans to address basic human needs; and
- Participate in research projects to better understand the needs of people served.

Participating Agencies may also be required to disclose PII for the following

reasons:

- When the law requires it;
- When necessary to prevent or respond to a serious and imminent threat to health or safety; and
- When a judge or law enforcement orders it.

Participating Agencies are obligated to limit disclosures of PII to the minimum necessary to accomplish the purpose of the disclosure. Uses and disclosures of PII not described above may only be made with a client's written consent. Clients have the right to revoke consent at any time by submitting a request in writing.

Clients also have the right to request in writing:

- A copy of all PII collected;
- An amendment to any PII used to make decisions about the client's care and services.
- Restrictions on the type of information disclosed to outside Participating Agencies.

Participating Agencies may reserve the right to refuse a client's request for inspection or copying of PII in the following circumstances:

- Information compiled in reasonable anticipation of litigation or comparable proceedings;
- The record includes information about another individual (other than a health care or homeless provider);
- The information was obtained under a promise of confidentiality (other than a promise from a health care or homeless provider) and a disclosure would reveal the source of the information; and
- The Participating Agency believes that disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.

If a client's request is denied, the client should receive a written explanation of the reason of the denial. The client has the right to appeal the denial by following the established Participating Agency grievance procedure. Regardless of the outcome of the appeal, the client shall have the right to add to his/her program records a concise statement of disagreement. The Participating Agency shall disclose the statement of disagreement whenever it discloses the disputed PII.

All individuals with access to PII are required to complete formal training in privacy requirements at least annually.

This document should, at a minimum, reflect the baseline requirements listed in the HUD HMIS

Data and Technical Standards Final Notice, published July 2004 and revised in March 2010. The privacy policy may be amended at any time and all amendments to the privacy notice must be consistent with the requirements of the US Department of Housing and Urban Development (HUD) Data and Technical standards for Homeless Management Information Systems (July 30, 2004, Federal Register/ Vol. 69, No. 146, 45888). If there is any instance where this Privacy Statement is not consistent with the HUD Standards, the HUD Standards take precedence. Should any inconsistencies be identified, please immediately notify the NorCal CA 516 HMIS Lead Agency, using the contact information below.

All questions and requests related to this Privacy Statement should be directed to: HMIS System Administrator: email: hmis@co.shasta.ca.us

HMIS Lead Agency: System Administration Responsibilities

HMIS Lead Agency has the responsibility to:

- Adopt and uphold a Privacy Plan which meets or exceeds all minimum standards in the Baseline Privacy Statement;
- Train and monitor all users and Security Officer upholding system privacy;
- Monitor agencies to ensure adherence to the adopted Privacy Plan; and
- Provide training to agencies and users on this Privacy Plan.

System Security

Security Plan Overview

HMIS security standards are established to ensure the confidentiality, integrity and viability of all HMIS information. The security standards are designed to protect against any reasonably anticipated threats or hazards to security and must be enforced by system administrators, agency administrators as well as end users. This section is written to comply with the 2004 Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice (Federal Register, Vol 69, No. 146-45888) as well as local legislation pertaining to maintaining an individual's personal information. Meeting the minimum standards in this Security Plan is required for participation in HMIS. Any agency may exceed the minimum standards described in this plan and are encouraged to do so. All Agency Administrators are responsible for understanding this policy and effectively communicating the Security Plan to individuals responsible for security at their agency.

Security Plan Applicability

The HMIS and all Participating Agencies must apply the security standards addressed in this Security Plan to all the systems where personal protected information is stored or accessed. Additionally, all security standards must be applied to all networked devices. This includes, but is not limited to, networks, desktops, laptops, mobile devices, mainframes and servers.

All agencies, including the HMIS Lead, will be monitored by the HMIS System Administrators annually to ensure compliance with the Security Plan. Participating Agencies that do not adhere to the security plan will be given a reasonable amount of time to address any concerns. Egregious violations of the security plan may result in immediate termination of an agency or user's access to the HMIS as determined by the HMIS Lead.

Security Officers

The HMIS Lead Agency and all HMIS Participating Agencies must designate a Security Officer to oversee HMIS privacy and security. This person will act as a single point-of-contact who is responsible for annually certifying that Participating Agencies adhere to the Security Plan and testing the CoC's security practices for compliance.

Lead Security Officer

- May be an HMIS System Administrator or another employee, volunteer or contractor designated by the HMIS Lead Agency who has completed HMIS Privacy and Security training and is adequately skilled to assess HMIS security compliance;
- Assesses security measures in place prior to establishing access to HMIS for a new Agency;
- Reviews and maintains file of Participating Agency annual compliance certification checklists; and
- Conducts annual security audit of all Participating Agencies.

Participating Agency Security Officer

- May be the Participating Agency HMIS Lead or another Participating Agency employee, volunteer or contractor who has completed HMIS Privacy and Security training and is adequately skilled to assess HMIS security compliance;
- Conducts a security audit for any workstation that will be used for HMIS purposes; and
  - No less than annually for all agency HMIS workstations; AND
  - Prior to issuing a User ID to a new HMIS End User; AND
  - Any time an existing user moves to a new workstation.

- Continually ensures each workstation within the Participating Agency used for HMIS data collection or entry is adequately protected by a firewall and antivirus software (per Technical Safeguards – Workstation Security).

Upon request, the HMIS Lead Agency may be available to provide Security support to Participating Agencies who do not have the staff capacity or resources to fulfill the duties assigned to the Participating Agency Security Officer.

Physical Safeguards

In order to protect client privacy, it is important that the following physical safeguards be put in place. For the purpose of this section, authorized persons will be considered only those individuals who have completed Privacy and Security training within the past 12 months.

- Computer Location – A computer used as an HMIS workstation must be in a secure location where only authorized persons have access. The workstation must not be accessible to clients, the public or other unauthorized Participating Agency staff members or volunteers. A password protected automatic screen saver will be enabled on any computer used for HMIS data entry.
- Printer location – Documents printed from HMIS must be sent to a printer in a secure location where only authorized persons have access.
- PC Access (visual) — Non-authorized persons should not be able to see an HMIS workstation screen. Monitors should be turned away from the public or other unauthorized Participating Agency staff members or volunteers and utilize visibility filters to protect client privacy.
- Mobile Device – A mobile device used to access and enter information into the HMIS must use a password or other user authentication on the lock screen to prevent an unauthorized user from accessing it and it should be set to automatically lock after a set period of device inactivity. A remote wipe and/or remote disable option should also be downloaded onto the device.

Technical Safeguards

Workstation Security

- To promote the security of HMIS and the confidentiality of the data contained therein, access to HMIS will be available only through approved workstations.
- Participating Agency Security Officer will confirm that any workstation accessing HMIS shall have antivirus software with current virus definitions (updated at minimum every 24 hours) and frequent full system scans (at minimum weekly).
- Participating Agency Security Officer will confirm that any workstation accessing HMIS has and uses a hardware or software firewall; either on the workstation itself if it accesses the internet through a modem or on the central server if the workstation(s) accesses the internet through the server.

Establishing HMIS User IDs and Access Levels

- The HMIS System Administrator, in conjunction with the Participating Agency HMIS Lead, will ensure that any prospective Participating Agency End User reads, understands and signs the HMIS End User Agreement annually. The HMIS System Administrator will maintain a file of all signed HMIS End User Agreements.
- The Participating Agency HMIS Security Officer is responsible for ensuring that all Participating Agency End Users have completed mandatory trainings, including HMIS Privacy, Security and Ethics training and Participating Agency End User Responsibilities and Workflow training, prior to being provided with a User ID to access HMIS. Participating Agency End-Users must review and sign an HMIS End User Agreement with the HMIS Administrator on an annual basis.

- All Participating Agency End Users will be issued a unique User ID and password. Sharing of User IDs and passwords by or among more than one Participating Agency End User is expressly prohibited. Each Participating Agency End User must be specifically identified as the sole holder of a User ID and password. User IDs and passwords may not be transferred from one user to another.
- The HMIS System Administrator will always attempt to assign the most restrictive access that allows a Participating Agency End User to efficiently and effectively perform his/her duties.
- The HMIS System Administrator will create the new User ID and notify the User ID owner of a temporary password.
- When the Participating Agency determines that it is necessary to change a user's access level, the HMIS System Administrator will update the user's access level as needed.

User Authentication

- User IDs are individual, and passwords are confidential. No individual should ever use or allow use of a User ID that is not assigned to that individual, and user- specified passwords should never be shared or communicated in any format.
- Temporary passwords must be changed on first use. User-specified passwords must be a minimum of 8 characters long and must contain a combination of upper case and lower-case letters, a number and a symbol.
- Participating Agency End users will be prompted by the software to change their password every 90 days.
- Participating Agency End Users must immediately notify the HMIS System Administrator if they have reason to believe that someone else has gained access to their password.
- Three consecutive unsuccessful attempts to login will disable the User ID until the password is reset. For Participating Agency End Users, passwords can be reset by the HMIS System Administrator or directly on ServicePoint's website log in page with the "forgot password" link.
- Users must log out from the HMIS application and either lock or log off their respective workstation if they leave. If the user logged into HMIS and the period of inactivity in HMIS exceeds 30 minutes, the user will be logged off the HMIS automatically.

Rescinding User Access

- The Participating Agency will notify the HMIS System Administrator as soon as possible, but not later than 3 business days if a Participating Agency End User no longer requires access to perform his or her assigned duties due to a change of job duties or termination of employment or any other valid reason.
- The HMIS System Administrator reserves the right to terminate Participating Agency End User licenses that are inactive for 90 days or more. All end users that have been deactivated for 6 months or more must attend additional training.
- In the event of suspected or demonstrated noncompliance by an Participating Agency End User with the HMIS Participating Agency End User Agreement or any other HMIS plans, forms, standards or governance documents, the Participating Agency Security Officer shall notify the HMIS System Administrator to deactivate the User ID for the Participating Agency End User in question until an internal agency investigation has been completed. The HMIS Lead Agency should be notified of any substantiated incidents that may have resulted in a breach of HMIS system security and/or client confidentiality, whether or not a breach is definitively known to have occurred.
- Any agency personnel who are found to have misappropriated client data (identity theft, releasing personal client data to any unauthorized party), shall have HMIS privileges revoked.
- The Continuum of Care is empowered to permanently revoke a Participating Agency's access to HMIS for substantiated noncompliance with the provisions of these Security Standards, the NorCal CA 516 Homeless Continuum of Care HMIS Policies and Procedures, or the HMIS

Privacy Statement that resulted in a release of PII.

Disposing Electronic, Hardcopies, Etc.

- Computer: All technology equipment (including computers, printers, copiers and fax machines) used to access HMIS and which will no longer be used to access HMIS will have their hard drives reformatted multiple times. If the device is now non-functional, it must have the hard drive sanitized by a method current to industry standards.
- Hardcopies: For paper records, shredding, burning, pulping, or pulverizing the records so that PII is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed.
- Mobile Devices: Use software tools that will thoroughly delete/wipe all information on the device and return it to the original factory state before discarding or reusing the device.

Other Technical Safeguards

- Unencrypted PII may not be stored or transmitted in any fashion—including sending file attachments by email or downloading reports including PII to a flash drive, to the End User's desktop or to an agency shared drive unless the reports or documents containing PII are password protected or stored on a hard drive that is password protected with an enabled password protected screen saver.

Disaster Recovery Plan

Disaster recovery for the NorCal CA 516 HMIS will be conducted by the HMIS System Administrator with support from the HMIS software vendor as needed. The HMIS System Administrator must be familiar with the disaster recovery plan set in place by the HMIS software vendor.

- WellSky Disaster Recovery Plan:
  - Contact information – email: BOW-support@wellsky.com; .
  - Phone Number: 1-844-216-8780
  - It includes:
    - Nightly database backups.
    - Offsite storage of backups
    - 7 day backup history stored locally on instantly accessible RAID storage
    - 1 month backup history stored off site
    - 24 x 7 access to WellSky's emergency line to provide assistance related to "outages" or "downtime".
    - 24 hours backed up locally on instantly-accessible disk storage
  - All customer site databases are stored online, and are readily accessible for approximately 24 hours; backups are kept for approximately one (1) month. Upon recognition of a system failure, a site can be copied to a standby server, and a database can be restored, and site recreated within three (3) to four (4) hours if online backups are accessible. As a rule, a site restoration can be made within six (6) to eight (8) hours. On-site backups are made once daily and a restore of this backup may incur some data loss between when the backup was made and when the system failure occurred.
  - All internal servers are configured in hot-swappable hard drive RAID configurations. All systems are configured with hot-swappable redundant power supply units. Our Internet connectivity is comprised of a primary and secondary connection with separate internet service providers to ensure redundancy in the event of an ISP connectivity outage. The primary Core routers are configured with redundant power supplies, and are configured in tandem so that if one core router fails the secondary router will continue operation with little to no interruption in service. All servers, network devices, and related hardware are powered via APC Battery Backup units that in turn are all connected to electrical circuits that are connected to a building generator.

- All client data is backed-up online and stored on a central file server repository for 24 hours. Each night an encrypted backup is made of these client databases and secured in an offsite datacenter.
- Historical data can be restored from backups as long as the data requested is 30 days or newer. As a rule, the data can be restored to a standby server within 6-8 hours without affecting the current live site. Data can then be selectively queried and/or restored to the live site.
- For power outage, our systems are backed up via APC battery back-up units, which are also in turn connected via generator-backed up electrical circuits. For a system crash, Non-Premium Disaster Recovery Customers can expect six (6) to eight (8) hours before a system restore with potential for some small data loss (data that was entered between the last backup and when the failure occurred) if a restore is necessary. If the failure is not hard drive related these times will possibly be much less since the drives themselves can be repopulated into a standby server.
- All major outages are immediately brought to the attention of executive management. WellSky support staff helps manage communication or messaging to customers as progress is made to address the service outage. WellSky takes major outages seriously, understands, and appreciates that the customer becomes a tool and utility for daily activity and client service workflow.
- Shasta County Disaster Recovery Plan:
  - Shasta County Information Technology would take the lead on computer, network or Internet connectivity issues on the County computers or network. The Information Technology Department (IT) of the County of Shasta only supports County computers, network and Internet connectivity for those computers for the County agencies. The Information Technology Department (IT) would first access the nature and impact of the disaster to County IT services. Departments impacted would be contacted. The IT Department would also communicate when the services impacted would be restored. During business hours the IT Call Center phone number is: (530)225-5275. The after-hours IT support Answering Service is: (530) 245-2053. The answering service contacts IT staff per a list they have.
  - The County Information Technology Department would coordinate any of the following events (for example):
    - Internet Outage – troubleshoot internal equipment and contact our Internet Service Provider (ISP) – For example power could be knocked out or the fiber optic lines between us and our ISP could be taken out by accident
    - Network Equipment Failure or issue - We may have a network firewall, switch or router which fails preventing Internet access or network access
    - Network and System Configuration information is documented and maintained by County IT.
    - Another example may be an event that keeps us from entering County buildings such as the Shasta County Administration Center.

- All HMIS Participating Agency HMIS Leads should be aware of and trained to complete any tasks or procedures for which they are responsible at their agency in the event of a disaster, to include maintain a contact list with account number of the Vendor, Agencies, and their Internal IT Department.

Workforce Security

Reporting Security Incidents

These Security Standards and the associated HMIS Policies and Procedures are intended to prevent, to the greatest degree possible, any security incidents. However, should a security incident occur, the following procedures should be followed in reporting:

- Any HMIS Participating Agency End User who becomes aware of or suspects that HMIS system security and/or client privacy has been compromised must immediately report the concern to the Participating Agency HMIS Lead or the HMIS Administrator.
- In the event of a suspected security or privacy concern the Participating Agency HMIS Lead should complete an internal investigation. If the suspected security or privacy concern resulted from a Participating Agency End User's suspected or demonstrated noncompliance with the HMIS End User Agreement, the Participating Agency HMIS Lead should have the HMIS System Administrator deactivate the Participating Agency End User's User ID until the internal investigation has been completed.
- Following the internal investigation, the Participating Agency HMIS Lead shall notify the HMIS Administrator of any substantiated incidents that may have compromised HMIS system security and/or client privacy whether or not a release of client Personally Identifiable Information (PII) is definitively known to have occurred. If the security or privacy concern resulted from demonstrated noncompliance by an End User with the HMIS End User Agreement, the HMIS Administrator reserves the right to permanently deactivate the User ID for the End User in question.
- Within one business day after the HMIS Administrator receives notice of the security or privacy concern, the HMIS Administrator and Participating Agency HMIS Lead will jointly establish an action plan to analyze the source of the security or privacy concern and actively prevent such future concerns. The action plan shall be implemented as soon as possible, and to not exceed implementation by thirty (30) days.
- If the Participating Agency is not able to meet the terms of the action plan within the time allotted, the HMIS System Administrator, in consultation with the NorCal Continuum of Care Advisory Board, may elect to terminate the Participating Agency's access to HMIS. The Participating Agency may appeal to the CoC Advisory Board for reinstatement to HMIS following completion of the requirements of the action plan.
- In the event of a substantiated release of PII in noncompliance with the provisions of these Security Standards, or the NorCal CA 516 HMIS Policies and Procedures, the Participating Agency HMIS Lead will make a reasonable attempt to notify all impacted individual(s). The HMIS Administrator must approve of the method of notification and the Participating Agency HMIS Lead must provide the HMIS Administrator with evidence of the Participating Agency's notification attempt(s). If the HMIS Administrator is not satisfied with the Participating Agency's efforts to notify impacted individuals, the HMIS Administrator will attempt to notify impacted individuals at the Agency's expense.
- The HMIS Lead Agency will notify the appropriate body of the Continuum of Care of any substantiated release of PII in noncompliance with the provisions of these Security Standards, the HMIS Policies and Procedures
- The HMIS Lead Agency will maintain a record of all substantiated releases of PII in noncompliance with the provisions of these Security Standards, or the NorCal CA 516 HMIS Policies and Procedures for 7 years.

The Continuum of Care reserves the right to permanently revoke a Participating Agency's access to HMIS for substantiated noncompliance with the provisions of these Security Standards, or the NorCal CA 516 HMIS Policies and Procedures that resulted in a release of PII

Privacy and Security Monitoring

New HMIS Participating Agency Site Security Assessment

- Prior to establishing access to HMIS for a new Participating Agency, the HMIS Administrator or designee of the HMIS/CEP Committee will review the requirements in the HMIS Policies and Procedures pertaining to the Participating Agency's responsibility for information security, which is the full and complete responsibility of the Participating Agency and its Executive Director.

Annual Security Audits

- The HMIS System Administrator or a designee will notify the Participating Agency's Executive Director and/or Participating Agency HMIS Lead of an upcoming review.
- The security review may be carried out by 3 different methods: (1) A Peer Review i.e. one agency reviewing another agency; (2) A Committee Member from another participating agency; or (3) HMIS/CEP Committee designee.
- The HMIS Administrator or a designee will use the Compliance Certification Checklist to conduct security audits.
- A random audit of the workstations used for HMIS data entry for each HMIS Participating Agency must be conducted. In the event that an agency has more than 1 project site, each project site must be audited.
- The areas of noncompliance to the NorCal CA 516 HMIS Policies and Procedures will be identified on the Security Checklist. The Participating Agency and HMIS System Administrator will work to resolve the action item(s) within 15 days.
- Any Security Checklist that includes 1 or more findings of noncompliance and/or action items will not be considered complete until all action items have been resolved and the findings, action items, and resolution summary has been reviewed and signed by the Participating Agency’s Executive Director or other empowered officer and forwarded to the HMIS System Administrator.

Attachment A: Security Checklist

Annual Security Checklist
Workstation Security Standards

HMIS Participating Agency	Inspection Officer:
	Date:

This Compliance Certification Checklist is to be completed annually by peer review or by a committee member from another participating agency or by HMIS/CEP Committee designee. Every agency workstation used for HMIS data collection, data entry or reporting must be evaluated. Attach additional copies of any page of this checklist as needed. Any compliance issues identified must be resolved within 30-days. Upon completion, a copy of this checklist shall be forwarded to the HMIS Lead Agency. This original checklist should be readily available on file at the HMIS Participating Agency for 7 years.

For the purpose of this section, authorized persons will be considered only those individuals who have a current HMIS license.

1. The Mandatory Collection Notice is posted in an area where HMIS intake is completed and The Notice of Privacy Practices is available at the HMIS workstation.
2. HMIS workstation computer is in a secure location where only authorized persons have access.
3. HMIS workstation computer is password protected and locked when not in use.
4. Documents printed from HMIS are sent to a print in secure location where only authorized persons have access.
5. Non-authorized persons are unable to see the HMIS workstation computer monitor.
6. HMIS workstation computer has current antivirus software and firewall security.
7. Hard copies of PII (Client files, intake forms, printed reports, etc.) are stored in a secure location.
8. Password is kept physically secure.
9. Random audit of at least 2 HMIS Client files.

#	Participating Agency End User	1	2	3	4	5	6	7	8	9	Notes/Comments
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

#	Workstation Security Compliance Issues Identified	Steps taken to resolve workstation security compliance issue

Security Officer Certifications:
Please initial each line below next to each statement.

Initials _____ I have verified that:
All Participating Agency End Users are using the most current version of the HMIS Client Consent Form (ROI), the HMIS Intake Form and the Notice of Privacy Practices.

_____ _____ _____ _____
Participating Agency Security Officer Signature Date Executive Director (or his/her designee) Signature Date

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Thomas Sandage, Social Services**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board and the Director of Social Services to sign an annual Memorandum of Understanding (MOU) between the Modoc County Department of Social Services and Modoc County Sheriff's Office for "after-hours" dispatch services not to exceed $10,000.00, effective July 1, 2023 through June 30, 2024.

DISCUSSION:
This is an annual MOU with the Modoc County Sheriff's Office to provide after-hours dispatch services to support the On Call Protective Services functions of our Department.

OTHER AGENCY INVOLVEMENT
Modoc County Sheriff's Office

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/18/2023

Phone Number: Email: tomsandage@co.modoc.ca.us

Agenda Item Number: 1.b

MODOC COUNTY SHERIFF'S OFFICE
MEMORANDUM OF UNDERSTANDING (MOU)
Between
Modoc County Communications Center (MCCC) - 911 Dispatch
And
Modoc County Social Services

Background

Modern emergency management practices dictate the need for a rapid, coordinated response to emergencies of all types. Modoc County Sheriff's Office operates a public safety answering point/dispatch center for the purpose of dispatching and coordinating emergency responses within Modoc County.

This MOU is by and between Modoc County Sheriff's Office and Modoc County Social Services. The duration of this MOU is from July 1st, 2023 - June 30, 2024, for "after-hours" dispatch services. This MOU is for $10,000.00 per fiscal year. Modoc County Sheriff's Office shall be responsible for billing Modoc County Social Services each fiscal year.

Operations Philosophy

The goal of the dispatch service is to efficiently deploy resources, whether they are fire, ambulance, or law enforcement, to serve the public as quickly as possible. Mutual aid will be coordinated whenever resources surpass the immediate capabilities of the first responders.

The dispatcher shall have the authority to make decisions necessary to get appropriate resources to the scene of an emergency, and to support those resources as needed. MCCC - 911 Dispatch will provide service in the scope and manner that it has historically done.

This Memorandum of Understanding is in effect from July 1, 2023 - June 30, 2024, or until either party modifies or rescinds the agreement with written notification.

Compensation

MCCC - 911 Dispatch operates on a cost sharing basis with the entities who utilize its services.

Agreed to by:

07/18/2023	
William "Tex" Dowdy	**Signature** **Date**
	Agency (Print name of Agency)

IN WITNESS WHEREOF, the parties have executed an approved contract between Modoc County Department of Social Services and Modoc County Sheriff's Office on the date and year set forth below:

_____ _____

Kathie Rhoads, Chair of the Board Date
Modoc County Board of Supervisors

APPROVED AS TO FORM:

_____ _____

Margaret Long, County Counsel Date

ATTEST:

_____ _____

Tiffany Martinez, Clerk of the Board Date

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Stacy Sphar, Behavioral Health**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign an amended contract #2023-71 between the County of Modoc and Women's Recovery Services in order to meet SABG Provision requirements, not to exceed $50,000.00, effective July 1, 2023 through June 30, 2024.

DISCUSSION:
Contract Number 2023-71 approved on April 25,2023 has been amended to include General Provisions of SABG Providers. See Attachment A. No funding changes have been made.

OTHER AGENCY INVOLVEMENT

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/18/2023

Phone Number: (530) 233-6311

Email: stacysphar@co.modoc.ca.us

Agenda Item Number:1.c

Fiscal Year **2023-2024**
Behavioral Health

A G R E E M E N T
Women's Recovery Services

THIS AGREEMENT, made and entered into this **1st day of July, 2023**, by and between the **COUNTY OF MODOC**, a political subdivision of the State of California, ("**COUNTY**") and **Women's Recovery Services**, incorporated in the State of California ("**CONTRACTOR**").

WHEREAS, COUNTY has a need for intensive and continuing care residential treatment for residents of Modoc County experiencing alcohol and other drug related problems; and

WHEREAS, CONTRACTOR is a residential facility in the State of California licensed by the State Department of Alcohol and Drug Programs or the State Department of Health Care Services, and is qualified and willing to provide said services.

In consideration of the services to be rendered, the sums to be paid, and each and every condition contained herein, the parties agree as follows:

TERM

The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**.

CONTRACTOR'S RESPONSIBILITIES

1. Scope of Work

CONTRACTOR shall perform those program and support services as found in Attachment A, Scope of Work/Rate of Pay, incorporated herein by reference.

2. Confidentiality

CONTRACTOR shall maintain confidentiality of any and all data collected and of individuals. Pursuant to Title 42, Code of Federal Regulations and all relevant Welfare and Institution Codes, CONTRACTOR shall hold in confidence any and all information about Modoc County clients. CONTRACTOR acknowledges and agrees that CONTRACTOR is a covered entity under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act and the regulations promulgated pursuant thereto found at 45 CFR Parts 160 and 164 (the "Privacy Rule"). CONTRACTOR shall abide by all requirements of the Privacy Rule, including the requirements regarding uses and disclosures of protected health information (as that term is defined in the Privacy Rule) to any third parties.

3. Nondiscrimination

In the performance of the work authorized under this agreement, CONTRACTOR shall not employ discriminatory practices in employment, or in the provision of services, in any respect or in any manner forbidden by law.

4. Provisions for Religious Providers

CONTRACTOR shall be responsible for knowing and adhering to the requirements of Title 42, Code of Federal Regulations, Part 54: Nondiscrimination and Institutional Safeguards for Religious Providers. CONTRACTOR shall not employ discriminatory practices against individuals on the basis of religion. Religious organizations shall be equally eligible for receipt of contracts with COUNTY for the provision of alcohol and drug treatment or recovery services. CONTRACTOR is required to establish a referral process to a reasonably accessible program for those clients who may object to the religious nature of the program, and CONTRACTOR shall not use funds provided through this contract for religious program content.

5. Adherence to Applicable Disability Law

CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (42 USC, Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

6. Drug Free Work Place

CONTRACTOR shall adhere to state and federal law requiring the Drug-Free Work Place Act of 1990, including Government Code section 8350 et seq.

7. Audits

CONTRACTOR agrees that all expenditures of state and federal funds to CONTRACTOR pursuant to this agreement are subject to audit by COUNTY, state, and/or federal agencies. CONTRACTOR agrees to arrange for and provide COUNTY with a copy of any independent audit reports completed that are applicable to the fiscal year of the Agreement.

8. Licenses and Certifications

CONTRACTOR warrants that it and all its employees providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services, as required by applicable state and federal laws, rules and regulations. CONTRACTOR agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement.

9. Monitoring

CONTRACTOR agrees to extend to the Modoc County Alcohol and Drug Administrator (Behavioral Health Deputy Director), the State Department of Health Care Services or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement.

If requested by COUNTY to complete the Modoc County Substance Use Services Provider Self Audit, CONTRACTOR agrees to complete and submit the Self Audit to COUNTY prior to a specified due date, which is generally 30 days from the date the Self Audit tool is received by CONTRACTOR.

10. Client Progress Reports

CONTRACTOR shall send to COUNTY, upon date of discharge for each client, a written summary of the client's progress in treatment that specifically addresses the items included in the treatment/recovery plan and any unresolved issues to be addressed by follow-up. CONTRACTOR shall also provide information on client progress during the course of treatment when CONTRACTOR is contacted by COUNTY staff requesting an update on client progress.

11. Administrative and Financial Records to be Maintained:

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. All such records, kept by CONTRACTOR shall be made available to COUNTY or its authorized representative, or officials. State or Federal agencies for review or audit during normal business hours. All supporting records shall be maintained for seven years or until all Audits and Appeals are completed, whichever is later.

12. Client Records to be Maintained:

CONTRACTOR shall retain client records for a minimum of ten (10) years from the date of the last face-to-face contact.

- At the time of admission, maintain a copy in the client treatment record of CalOMS admissions form that identifies Modoc County as the county paying for services. Use the two-digit county code for Modoc County (25) when completing item ADM-10 (County Paying for Services) on the CalOMS admission form. Use the last four-digits of your state assigned Provider I.D. number when completing ADM-10 (Special Services Contract ID).

13. Certification of Common Rule for Nonprocurement Suspension and Debarment

CONTRACTOR has in place policies, procedures, and practices to ensure that CONTRACTOR is not excluded from receiving Federal funding, and is not listed on the System for Award Management (SAM) [https://www.sam.gov/portal/SAM/##11]. During the course of the contract period, CONTRACTOR will notify COUNTY immediately of any suspension or debarment resulting in inclusion on the SAM.

14. Tuberculosis Services

CONTRACTOR has in place policies, procedures, and practices to ensure compliance with the terms of Title 45, Code of Federal Regulations, Part 96, Section 96.127 with regard to the provision of tuberculosis services.

15. Continuing Education for Employees

CONTRACTOR has in place policies, procedures, and practices to ensure compliance with the terms of Title 45, Code of Federal Regulations, Part 96, Section 96.132(b) with regard to the provision of continuing education for employees.

16. Trafficking Victims Protection Act

CONTRACTOR, CONTRACTOR'S employees, subcontractors and subcontractors' employees may not:

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b) Procure a commercial sex act during the period of time that the award is in affect; or
c) Use forced labor in the performance of the award or subawards under the award.

CONTRACTOR must inform authorized COUNTY official immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR will conduct periodic training on the provisions of the TVPA, and maintain documentation of attendance. CONTRACTORS' staff will be assigned the training based on their roles and job functions.

COUNTY will immediately terminate, without penalty, the contract with any provider who has violated the TVPA. The provider will be notified of the termination in writing.

17. Invoices and Required Documentation

CONTRACTOR shall submit to COUNTY a monthly claim form/invoice within twenty (20) days following provision of services, and shall provide the following documentation with each monthly claim form/invoice.

- Name of client(s) and the number of days charged during the billing period. CONTRACTOR shall charge for the day of entry into the program **or** the day of discharge from the program, but not both.

18. Indemnification

CONTRACTOR agrees at all times to defend, indemnify, hold harmless and provide all legal defense and related services to Modoc County, its officers, agents and/or employees for any and all claims, expenses, demands, causes of action, liability, loss or injury, regardless of their nature or character, in any manner whatsoever related to or arising out of the fulfillment of this agreement unless the proximate cause of such claims, expense, demand, cause of action, liability, loss or injury is the sole negligence of Modoc County.

19. Insurance

CONTRACTOR shall provide and maintain in full force during the entire term of this agreement comprehensive general liability and property damage insurance in the amount of no less than one million dollars ($1,000,000.00) per person per incident. CONTRACTOR further agrees to file a Certificate of Insurance with the Modoc County Executive Officer/Risk Management. Said certificate shall name the County of Modoc, its officer, agents and/or employees as additional insured and will provide ten (10) days prior written notice by the insurance company to the County of cancellation, intent not to renew, or material change in coverage. CONTRACTOR shall provide and maintain in full force and effect during the entire term of this agreement a Worker's Compensation insurance and employees liability insurance policy as required by law.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

a. Combined single limit bodily injury liability and property damage liability – One Million Dollars ($1,000,000) each occurrence.
b. Vehicle/Bodily Injury combined single limit vehicle bodily injury and property damage liability – Five Hundred Thousand Dollars ($500,000) each occurrence. (Clause is void if CONTRACTOR shall not be required to transport individuals or travel while performing services as outlined in this agreement. Existing vehicle liability shall be submitted in lieu of the above for COUNTY reports.)

20. Repayment

CONTRACTOR agrees that CONTRACTOR is responsible for the repayment of all audit exceptions and disallowances taken by State or Federal agencies related to services provided by CONTRACTOR under this agreement. Unallowable costs will be refunded to COUNTY either by cash refund or by offset to a subsequent claim.

21. Independent Contractor

The CONTRACTOR is an independent contractor and not an officer, agent, or employee of the COUNTY.

22. Financial Arrangements

The maximum financial obligation for the term of this agreement shall not exceed Fifty Thousand Dollars ($50,000.00). The rate of payment for specific services is found in Attachment A, Scope of Work/Rate of Payment. COUNTY shall not be liable for payment of services by CONTRACTOR for any client for whom COUNTY has not given prior approval for payment. Approved services will be payable on the 20th day of the month following service upon receipt of claim form/invoice from the CONTRACTOR by Modoc County Behavioral Health.

23. Federal Funding

CONTRACTOR understands that federal Substance Abuse Prevention and Treatment (SAPT) funds (93.959) may be used by COUNTY for payment of services pursuant to this contract. COUNTY will notify CONTRACTOR of the amount of federal funds used when invoices are paid. If CONTRACTOR receives more than $500,000 in federal funding from any source during the term of this contract, CONTRACTOR is subject to the requirements of OMB Circular A-133, including requirements for an external independent audit. CONTRACTOR agrees to provide COUNTY with a copy of any external audit reports covering the term of this agreement.

CONTRACTOR also understands that SAPT funds are the payment of last resort for services for tuberculosis, HIV, and services for pregnant and parenting women.

24. Termination

This agreement may be canceled by either party upon a 30-day written notice actually received by the notified party. The addresses for the purpose of giving said notice are as follows:

Modoc County
Board of Supervisors
205 S. East Street
Alturas, CA 96101

Modoc County Behavioral Health
441 North Main Street
Alturas, CA 96101

Women's Recovery Services
P.O. Box 1356
Santa Rosa, CA 95402

25. Title

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

26. Subcontracting and Assignment

The rights, responsibilities and duties under this agreement are personal to the CONTRACTOR and may not be subcontracted, transferred, or assigned without the express prior written consent of COUNTY.

27. Amendment

This agreement may be amended or modified only by written agreement of the parties hereto**.**

28. Governing Law and Venue

This agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any suit, action, or proceeding shall be in Modoc County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereunto stated.

Modoc County Behavioral Health:

Stacy Sphar RN, PHN, BSN,
Director of Behavioral Health

Women's Recovery Services:

Director

Approved as to Form:

Margaret Long
Modoc County Counsel

County of Modoc:

Chairperson
Modoc County Board of Supervisors

Attest:

Tiffany Martinez
Clerk of the Board

Attachment A
Agreement Between County of Modoc and Women's Recovery Services
SCOPE OF WORK/RATE OF PAY

1. Description of Services

CONTRACTOR agrees to provide licensed care for female individuals referred by Modoc County Alcohol and Drug Services for a minimum 120 days that need 24-hour residential recovery home services and/or transitional housing and outpatient services for the treatment of alcohol and drug abuse. A component of treatment services will be providing for pregnant women, post-partum women, and children up through age 11, with the understanding that a woman may be accompanied by no more than two (2) children. This agreement shall include the cost of transitional housing only if:

a. CONTRACTOR is concurrently providing alcohol and drug treatment services to the individual as described in Section 1210(b) of the Penal Code;

b. CONTRACTOR is the program providing the housing services; and

c. The combined cost of housing and treatment services provided to the individual does not exceed the cost of residential treatment services specified in this agreement.

2. Rate of Payment

The provisional rate of payment for an adult female residential client is $145.00 per day. The rate is to be augmented by Modoc County public assistance. For clients without public assistance, a higher rate will apply. See Chart for bed day rates.

CHART

Bed Day Rates

	Bed Day Rates with Modoc County Public Assistance
Single Woman	$145.00
Woman w/ 1 Child	$145.00
Woman w/ 2 Children	$145.00

Attachment A
Agreement Between County of Modoc and Women's Recovery Services
SCOPE OF WORK/RATE OF PAY

The bed day rate has been negotiated by COUNTY and is a portion of the actual total cost of the program. The actual cost of a bed is supported by additional funding sources and is greater than represented.

The rate of payment for housing combined with outpatient services is as follows: COUNTY agrees to pay CONTRACTOR $500.00 a month for the first month of combined housing and outpatient services. For subsequent months, the client placed by COUNTY and COUNTY share equal responsibility for payment, with COUNTY to be billed at a rate of $275.00 per month.

I. General Provisions of SABG Provider

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension

CONTRACTOR shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If CONTRACTOR subcontracts or employs an excluded party, COUNTY has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State of California Department of Health Care Services (DHCS) chooses to implement a demonstration

syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Attachment E, COUNTY and CONTRACTOR shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Attachment E for additional information.

A. Trading Partner Requirements

1. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation Specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

C. Adequate Testing

CONTRACTOR is responsible to adequately test all business

rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

CONTRACTOR agrees to correct transactions, errors, or deficiencies identified by COUNTY, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When CONTRACTOR is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need

for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53

11. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

CONTRACTOR shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American

Indian/Alaskan Native (AI/AN) population within the County geographic area. CONTRACTOR shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator or their designee shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator or their designee shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

16. Youth Treatment Guidelines

CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs. Youth Treatment Guidelines are posted online at:
https://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx

17. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. Nondiscrimination in Employment and Services

CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR will not unlawfully discriminate against any person.

19. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended,

prohibiting discrimination based on race, color, or national origin in federally- funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

20. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

21. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

22. Information Access for Individuals with Limited English Proficiency

A. CONTRACTOR shall comply with all applicable provisions of the Dymally- Alatorre Bilingual Services Act (Government Code sections 7290- 7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

23. Subcontract Provisions

CONTRACTOR shall include all of the foregoing Part II General Provisions in all of its subcontracts.

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Stacy Sphar, Health Services**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign the amended contract between the County of Modoc and Cornerstone Door and Windows Inc. for the purchase and installation of 2 (two) new front doors and entryway, effective May 23, 2023.

DISCUSSION:
This is an amendment to the approve contract from May 23, 2023. The contractor had some issues with the original service agreement that was approved. ** Original discussion is as follows - IGT funds will be used for this project. Per Modoc County Code Section 3.24.060, B. (2) the unique nature of the goods and services precludes competitive bidding, we obtained quotes from contractors that deal with door installation. Attached are the quotes received by 3 contractors. Quotes include prevailing wage. Per County Counsel Service Contract has been added and Exhibit B language corrected.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 3

Date Submitted: 7/13/2023

Phone Number: (530) 233-6311

Email: stacysphar@co.modoc.ca.us

Agenda Item Number: 1.d

AGREEMENT
BETWEEN
COUNTY OF MODOC
AND
Cornerstone Door & Window, INC

THIS AGREEMENT is made and entered into this day of May 23, 2023, by and between the COUNTY OF MODOC ("County") and CORNERSTONE DOOR & WINDOW, INC. ("Contractor").

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Removal and Installation of 2 doors, remove and replace existing sidewalk (SEE ATTACHED A for complete Scope of Work); and

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

AGREEMENT:

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

I. SCOPE OF WORK: Contractor agrees to provide all of the services described in Exhibit A.

II. COUNTY FURNISHED SERVICES: The County agrees to:

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

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

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

III. FEES: The fees for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this contract.

IV. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $53,370, (fifty-three thousand, three hundred and

seventy) including direct non-salary expenses, excluding additional expenses which may be agreed to in a written and signed amendment to this Agreement.

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

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

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on this Agreement is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

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

VI. CONTRACT PERFORMANCE TIME: All the work required by this Agreement shall be completed and ready for acceptance no later than December 31, 2023. Time is of the essence with respect to this Contract.

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

Minimum Scope and Limit of Insurance

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

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

Modoc County
441 N Main Street
ALTURAS, CA 96101

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

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

Modoc County
441 N Main Street
ALTURAS, CA 96101

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

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the County.

Any deductibles or self-insured retention must be declared to and approved by the County. The County may require the Contractor purchase coverage with

a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

VIII. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

IX. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Agreement and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

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

XI. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Agreement are personal to the Contractor and may not be subcontracted, transferred or assigned without the prior written consent of the County.

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

XIII. TERM OF AGREEMENT: This Agreement shall commence on May 23, 2023 and shall terminate on December 31, 2023.

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

XV. TITLE: It is understood that any and all plans and specifications of any kind developed for this project shall be the property of the County, and shall be provided to the county upon reasonable request.

XVI. TERMINATION:

A. If the Contractor fails to provide in any manner the services specified under this Contract, or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Agreement by giving five (5) calendar days written notice to the Contractor.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other Party. Notice of Termination shall be by written notice to the other Party and shall be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

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

XVIII. AMENDMENT: This Agreement may be amended or modified only by written and signed agreement of all parties.

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

XX. JURISDICTION AND VENUE: This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Modoc County, California.

XXI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXII. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Agreement.

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

XXIV. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the Agreement shall be given to County at the following location:

Modoc County
441 N Main Street
ALTURAS, CA 96101

Notices shall be given to Contractor at the following address:

CORNERSTONE DOOR & WINDOW, INC.
14389 HOLIDAY ROAD
REDDING, CA 96003
530-242-6902

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

XXVI. EXHIBITS:

Exhibit Designation	Exhibit Title
Exhibit A	SCOPE OF WORK/COMPENSATION

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

COUNTY OF MODOC:

By: _____

Chairman

Modoc County Board of Supervisors

Date: _____

Attest:

_____

County Clerk

CONTRACTOR:

By: _____

Name: MATT K. PAYNE

Title.: PRESIDENT

Date: 7/19/2023

Approved as to form:

_____

Margaret E. Long
County Counsel

EXHIBIT A
SCOPE OF WORK/COMPENSATION
[Cornerstone Door & Window, Inc]

Scope of work for or Modoc County Health Services:

$35,157 - At the existing main entrance, remove existing automatic swinging door systems, modify opening as necessary, provide and install new Tormax 3 panel automatic sliding entrance door with clear glass. Door frame color to be satin anodized, removed approximately 30 lineal feet of existing sidewalk and replaced with new contract sidewalk which will slope properly away from the building. New concrete to comply with the slope requirements of the ADA, however, the existing sidewalk and path of travel do not comply with the ADA. No work will be done on the balance of the concrete sidewalk. All electrical is excluded and shall be done by the Modoc County licensed electrician.

$18,213 - At the streetside exit pair of doors, remove existing pair of doors and replace with new door of wide stile satin anodized storefront doors with mid lock rail. Bottom lite shall be glazeguard aluminum storefront panel, top lite shall be clear glass. Hardware to be continuous hinges, heavy duty overhead closers, removable mullion, two heavy duty von Duprin rim exit devices with exterior pulls. One exterior pull shall be keyed. The other exterior pull shall be fixed with no key cylinder.

Contractor shall submit invoices to:

Modoc County Health Services
441 N Main Street
Alturas, CA 96101

Payments will be due within sixty (60) days of receipt of the invoice.

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Tiffany Martinez, Clerk of the Board**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval of the July 14, 2023 Board of Supervisors meeting minutes.

DISCUSSION:
None.

OTHER AGENCY INVOLVEMENT
None.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 1
Minutes Orders Needed: 1

Date Submitted: 7/13/2023

Phone Number: (530) 233-6201

Email: TiffanyMartinez@co.modoc.ca.us

Agenda Item Number:1.e

NED COE
1st District

SHANE STARR
2nd District

KATHIE RHOADS
3rd District

ELIZABETH CAVASSO
4th District

GERI BYRNE
5th District

TIFFANY A. MARTINEZ
CLERK OF THE BOARD
OF SUPERVISORS

204 S. COURT STREET
ALTURAS, CALIFORNIA 96101

PHONE: (530) 233-6201

BOARD OF SUPERVISORS MEETING
REGULAR MEETING

July 11, 2023

10:00 AM Call to Order

Attendee Name	Title	Status	Arrived
Ned Coe	Supervisor District I	Present	10:00 AM
Shane Starr	Supervisor District II	Present	10:00 AM
Kathie Rhoads	Supervisor District III	Present	10:00 AM
Elizabeth Cavasso	Supervisor District IV	Present	10:00 AM
Geri Byrne	Supervisor District V	Present	10:00 AM
Chester Robertson	County Administration Officer	Present	10:00 AM
Margaret Long	County Counsel	Present	10:00 AM
Tiffany Martinez	Clerk of the Board/ACAO	Present	10:00 AM

Pledge of Allegiance

Moment of Prayer

Modoc Vineyard Church Pastor, Niki Wolter, offered a prayer.

Public Comment

None.

Approval or Additions/Deletions to Agenda

Supervisor Coe requested to note that item 11.a. would be held at 11:00 a.m. on the agenda.

Motion to approve the agenda as amended.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ned Coe, Supervisor District I
SECONDER:	Geri Byrne, Supervisor District V
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

Correspondence

Supervisor Cavasso reported on the CalFIRE alert system available in California. Supervisor Cavasso reported in the Northern area there are seven cameras for use by the public to monitor fires.

a. Correspondence received - Notice of Finding - Greater Sage Grouse as threatened or endangered under the California Endangered Species Act.

RESULT:	**ANNOUNCED**

b. Handout Provided - Cal Fire News Release - ALERTCalifornia Program

RESULT:	**ANNOUNCED**

Department Head Reports

Farm Advisor, Laura Snell, introduced the following new staff to the University of California of Cooperative Extension (UCCE):

Nutrition and Food Systems Advisor, Laurie Wayne, provided a background on her education and work experience.

Agricultural Engineer Advisor, Ahmed Kayad Cad, provided a background on his education and work experience.

Farm Advisor Snell reported interviews are scheduled for the Irrigated Grass position and would be filled in the future and provided a handout on the 2023 IREC Field Day which will be held on July 27, 2023 in Tulelake.

Director of Planning and Natural Resources, Sean Curtis, provided an update on the letter sent to the Bureau of Land Management requesting local coordination. Director Curtis also detailed the upcoming comment period for local coordination with the U.S. Forest Service.

Handout Provided - 2023 IREC Field Day

RESULT:	**ANNOUNCED**

Handout Provided - Comment letters regarding requesting coordination on the Bureau of Land Management's proposed Conservation and Landscape Health Planning Rules, 88 Fed. Reg 19583

RESULT:	**ANNOUNCED**

1. Consent Agenda Items:

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Elizabeth Cavasso, Supervisor District IV
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

1.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign a Grant Agreement #23-10358 for the CalFresh Healthy Living Program, not to exceed $584,604.00, effective October 1, 2023 through September 30, 2026. (Public Health)

Contract# 23-130

1.b. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign the Amendment to Intergovernmental Transfer (IGT) agreement 21-10230-A with the Department of Health Care Services (DHCS), effective January 1, 2021 through June 30, 2024. (Public Health)

Contract# 23-131

1.c. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign the Ryan White-Part B Service annual agreement between Modoc County Public Health and the County of Plumas to provide HIV outreach services, testing, and counseling, not to exceed $7,390.00, effective April 1, 2023 through March 31, 2024. (Public Health)

Contract# 23-132

1.d. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign an annual contract between the County of Modoc and Modoc Siskiyou Community Action Agency (MSCAA) for Street Outreach, not to exceed $10,000.00, effective June 1, 2023 through October 31, 2023. (Behavioral Health)

Contract# 23-133

1.e. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Social Services to sign a contract between the County of Modoc and Training Employment and Community Help, Inc. (TEACH, Inc.) for the In Home Support Services (IHSS) Employer of Record & Registry, not to exceed $147,964.00, effective July 1, 2023 through June 30, 2024. (Social Services)

Contract# 23-134

1.f. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and Director of Social Services to sign an annual contract between the County of Modoc and California Department of Social Services for services associated with Resource Family Approval, not to exceed $36,380.00, effective July 1, 2023 through June 30, 2024. (Social Services)

Contract# 23-135

1.g. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Social Services to sign an annual contract between the County of Modoc and Training Employment and Community Help, Inc. (TEACH, Inc.) for parent education services, not to exceed $86,500.00, effective July 1, 2023 through June 30, 2024. (Social Services)

Contract# 23-136

1.h. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Social Services to sign an annual contract between the County of Modoc and Training Employment and Community Help, Inc. (TEACH, Inc.) for Stage I Child Care services, not to exceed $39,000.00, effective July 1, 2023 through June 30, 2024. (Social Services)

Contract# 23-137

1.i. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign an annual agreement between the County of Modoc Agriculture Department and the California Department of Food and Agriculture (CDFA), not to exceed $440.00, effective July 1, 2023 through June 30, 2024. (Agriculture)

Contract# 23-138

1.j. CONSIDERATION/ACTION: Requesting approval and authorization for the Modoc County Information Technology Department and the Modoc County Tax Collector to continue the support agreement with Megabyte Systems, Inc for the Property Management and Tax Sale Management services at the updated costs for Fiscal Year 2023-2024, effective July 1, 2023. (Information Technology)

Contract# 23-139

1.k. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign the annual California Department of Veterans Affairs Subvention Certificate of Compliance for Fiscal Year 2023-2024. (Administrative Services)

Contract# 23-140

1.l. CONSIDERATION/ACTION: Requesting approval of the May 22, 2023 Board of Supervisors special meeting minutes. (Clerk of the Board)

1.m. CONSIDERATION/ACTION: Requesting approval of the June 13, 2023 Board of Supervisors meeting minutes. (Clerk of the Board)

1.n. CONSIDERATION/ACTION: Requesting approval of the June 27, 2023 Board of Supervisors meeting minutes. (Clerk of the Board)

2. Social Services Items:

2.a. CONSIDERATION/ACTION: Requesting permission to promote from an Office Assistant II, Range 201: Step-B, $3,126.00 to an Office Assistant III, Range 211: Step-B, $3,286.00, effective August 1, 2023. (Social Services)

Director of Social Services, Tom Sandage, provided a background on the promotion.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Elizabeth Cavasso, Supervisor District IV
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

3. Behavioral Health Items:

3.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a contract between the County of Modoc and California Mental Health Services Authority (CalMHSA) for the Training and Credentialing Program Participation Agreement, not to exceed $5,000.00, effective April 1, 2023 through March 30, 2025. (Behavioral Health)

Director of Health Services, Stacy Sphar, provided a background on the contract.

Contract# 23-141

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Elizabeth Cavasso, Supervisor District IV
SECONDER:	Shane Starr, Supervisor District II
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

4. Health Services Items:

4.a. CONSIDERATION/ACTION: Requesting approval of a budget modification for Fiscal Year 2022-2023 to Public Health Sales Tax - 119, modifying revenue and expenditures in the amount of $172,484.96. (Public Health)

Director of Health Services, Stacy Sphar, provided a background on the budget modification.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Ned Coe, Supervisor District I
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

5. Treasurer/Tax Collector Items:

5.a. CONSIDERATION/ACTION: Requesting approval of a Resolution authorizing the temporary transfer of funds to the Modoc County Treasurer and Auditor for Fiscal Year 2023-2024. (Treasurer/Tax Collector)

Treasurer-Tax Collector, Cheryl Knoch, provided a background on the resolution.

Resolution# 2023-36

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ned Coe, Supervisor District I
SECONDER:	Shane Starr, Supervisor District II
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

FINAL CERTIFIED RESOLUTION# 2023-36

RESULT:	**ANNOUNCED**

6. Probation Items:

6.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a lease agreement between Modoc County Probation and Pitney Bowes for the SendProSeries mailing system, effective July 30, 2023 through July 29, 2028. (Probation)

County Administrative Officer, Chester Robertson, provided a background on the lease agreement.

Contract# 23-142

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shane Starr, Supervisor District II
SECONDER:	Elizabeth Cavasso, Supervisor District IV
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

7. Resource Analyst Items:

7.a. CONSIDERATION/ACTION: Requesting approval and authorization for the County Administrative Officer to sign the Fiscal Year 2023 Payments to States Title Election Form to receive payment of the Secure Rural Schools (SRS) funding and allocate eighty-five percent (85%) of total county SRS payment for Title I (Roads and Schools), eight percent (8%) to Title II (Resource Advisory Committee), and seven percent (7%) to Title III (County Projects). (Natural Resources)

Natural Resources Director, Sean Curtis, provided a background on the Fiscal Year 2023 States Title Election Form.

Contract# 23-143

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ned Coe, Supervisor District I
SECONDER:	Geri Byrne, Supervisor District V
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

Recess as the Board of Supervisors and convene as the Modoc County Air Pollution Control District.

Motion to recess as the Board of Supervisors and convene as the Modoc County Air Pollution Control District.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Shane Starr, Supervisor District II
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

8. Air Pollution Control District:

8.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a contract between the County of Modoc Air Pollution Control District and California Air Resources Board (CARB) for the AB 197 Emission Inventory District Grant, not to exceed $8,583.00, effective June 30, 2023 through May 30, 2024. (Air Pollution Control District)

County Administrative Officer, Chester Robertson, provided a background on the proposed contract.

Contract# 23-144

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Elizabeth Cavasso, Supervisor District IV
SECONDER:	Shane Starr, Supervisor District II
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

8.b. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a contract between the County of Modoc Air Pollution Control District and the California Air Resources Board (CARB) for the revised G22-CAPP-17 Grant, not to exceed $12,074.00, effective August 1, 2023 through June 30, 2027. (Air Pollution Control District)

County Administrative Officer, Chester Robertson, provided a background on the proposed contract.

Contract# 23-145

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Ned Coe, Supervisor District I
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

Adjourn as the Modoc County Air Pollution Control District and reconvene as the Board of Supervisors.

Motion to adjourn as the Modoc County Air Pollution Control District and reconvene as the Board of Supervisors.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Shane Starr, Supervisor District II
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

9. Administrative Services Items:

9.a. CONSIDERATION/ACTION: Requesting approval of a resolution authorizing the Chair of the Board and County Administrative Officer to sign an annual contract #23-OMS-17844 between the County of Modoc and State of California Housing and Community Development Office of Migrant Services for Operation and Maintenance, not to exceed $70,827.00, effective July 1, 2023. (Administrative Services)

County Administrative Officer, Chester Robertson, provided a background on the proposed contract and resolution.

Contract# 23-146

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shane Starr, Supervisor District II
SECONDER:	Ned Coe, Supervisor District I
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

FINAL CERTIFIED RESOLUTION# 2023-37

RESULT:	ANNOUNCED

10. Comments/Reports:

a. Public Comments

None.

b. Administrative Services Report

County Administrative Officer, Chester Robertson reported on the following: 1) Update on the July 11, 2023 tabled agenda item from U.S. Fish and Wildlife for a proposed land sale for inclusion in the Modoc Wildlife area.

Several comments were made by the Board of Supervisors regarding the information they would like addressed before the agenda item coming back before the board.

c. Department Head Reports

Treasurer-Tax Collector, Cheryl Knoch, provided a handout on the 2023 Report of Tax Sale and updated the board on the tax sale.

Handout Provided - Report of 2023 Tax Sales

RESULT:	ANNOUNCED

d. Board of Supervisors Reports

Supervisor Byrne reported on the following: 1) Zoom call with Planning for juniper panel; 2) Interview of an Agricultural Commissioner candidate; 3) Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA); 4) Part of a panel on juniper management at the North Coast Regional Partnership meeting.

Supervisor Starr reported on the following: 1) Resource Advisory Committee (RAC).

Supervisor Coe reported on the following: 1) California State Association of Counties (CSAC) Special Meeting; 2) Rural County Representatives of California (RCRC) Legislative Update; 3) Fandango Days; 4) Lake City Parade and Picnic; 5) Prep meeting for Agricultural Commission interview; 6) Round One of the Agricultural Commissioner interview.

Supervisor Cavasso reported on the following: 1) Lassen-Modoc Flood Control and Water Conservation District; 2) Judge for Fandango Days parade; 3) Canby 4th of July fireworks, BBQ, and community fundraiser.

Supervisor Rhoads reported on the following: 1) Forest Service Recreation meeting; 2) Resource Advisory Committee (RAC); 3) Several calls with constituents regarding projects in Likely.

The Chair of the Board read the closed session items into the record.

The Chair of the Board determined the Board would move to item 11.a. as there is no public present and the candidate was present.

10:38 a.m. Motion to go into Closed Session.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Elizabeth Cavasso, Supervisor District IV
SECONDER:	Ned Coe, Supervisor District I
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

11. Closed Session:

11.a. CLOSED SESSION: Pursuant to CA Government Code 54957 (b) (1); Conduct Interviews for Employee Appointment; Title: Agricultural Commissioner/Sealer of Weights and Measures. (Administrative Services)

RESULT:	**COMPLETED**

12:16 p.m. The Board reconvened with Supervisor Coe, Starr, Rhoads, Cavasso and Byrne present.

12. Board of Supervisors Items:

12.a. CONSIDERATION/ACTION: Requesting approval to appoint the position of Agriculture Commissioner, Sealer of Weights and Measures and make a determination on the effective date and salary range. (Board of Supervisors)

RESULT:	**CONTINUED**	**Next: 7/25/2023 10:00 AM**

ADJOURNMENT

Motion to adjourn.

Motion to adjourn the July 11, 2023 meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Geri Byrne, Supervisor District V
SECONDER:	Ned Coe, Supervisor District I
AYES:	Coe, Starr, Rhoads, Cavasso, Byrne

The meeting was adjourned at 12:17 PM

There being no further business to come before the Board at this time, the meeting was adjourned to meet in regular session Tuesday, July 25, 2023 at 10:00 a.m.

Tiffany A. Martinez
Clerk of the Board

Kathie Rhoads
Chair, Modoc County Board of Supervisors

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Chester Robertson**, **Watermaster**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval of a Resolution requesting the collection of charges on the County tax roll for Watermaster fees for Fiscal Year 2023-2024.

Budget Affected: Yes

Financial Impact:
Collection of annual revenue through the placement of fees on the tax rolls.

Clerk's Instructions:
Certified Copies Needed: 2
Minutes Orders Needed: 2

Date Submitted: 7/17/2023

Phone Number: 530-233-7660 Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number: 2.a

RESOLUTION #

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC
REQUESTING COLLECTION OF CHARGES ON TAX ROLL
MODOC COUNTY WATERMASTER DEPARTMENT
FOR THE FISCAL YEAR 2023-2024**

WHEREAS, the Modoc County Watermaster Department requests that the County of Modoc and the County of Lassen, collect on the County tax rolls certain charges which have been imposed pursuant to State of California Water Code, Article 4, Sections 4275 through 4279, attached hereto, and;

WHEREAS, the County of Lassen has required as a condition of the collection of said charges that the Modoc County Watermaster warrant the legality of said charges and defend and indemnify the County of Lassen from any challenge to the legality thereof, and;

WHEREAS, the County of Modoc has required as a condition of the collection of said charges that the Modoc County Watermaster warrant the legality of said charges.

NOW, THEREFORE BE IT RESOLVED by the Modoc County Board of Supervisors that:

1. The Auditor of Modoc County is requested to attach for collection on the County tax rolls those fees and/or charges, attached hereto.

2. The Auditor of Lassen County is requested to attach for collection on County tax rolls those fees and/or charges, attached hereto.

3. The Department agrees that its officers, agents, and employees will cooperate with the Counties of Lassen and Modoc in answering questions referred to the Department by either County from any person concerning the Department's fees and/or charges and that the Department will not refer such persons to the County Auditors and/or Tax Collectors, officers, and employees for response.

PASSED AND ADOPTED by the Board of Supervisors of the County of Modoc, State of California, on the 25th day of July, 2023 by the following vote:

Motion :

**BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC**

_____

Kathie Rhoads, Chair
Modoc County Board of Supervisors

ATTEST:

_____
Tiffany Martinez
Clerk of the Board

WATER CODE - WAT

DIVISION 2. WATER [1000 - 5976]

(Division 2 enacted by Stats. 1943, Ch. 368.)

PART 4. DISTRIBUTION OF WATER IN WATERMASTER SERVICE AREAS [4000 - 4407]

(Part 4 enacted by Stats. 1943, Ch. 368.)

CHAPTER 7. Expenses of Distribution [4200 - 4335]

(Chapter 7 enacted by Stats. 1943, Ch. 368.)

ARTICLE 3. Apportionment of Expense [4251 - 4254]

(Article 3 enacted by Stats. 1943, Ch. 368.)

4251.

One-tenth of the budget for the service area shall be apportioned equally among the respective ownerships of all water rights involved, and except as otherwise provided in this article the remaining nine-tenths shall be apportioned among the ownerships of the respective water rights in accordance with the quantities of water that the owners of the respective water rights are entitled to store or divert within the service area.

(Amended by Stats. 2004, Ch. 230, Sec. 27. Effective August 16, 2004.)

4252.

In all cases of rights to divert the direct flow of a stream, without storage, for power development or other nonconsumptive use, where the entire flow so diverted, with the exception of reasonable transportation losses, is returned to the same stream system above the next lower diversion, the owners of these rights shall share on account of these rights only in the equal apportionment of one-tenth of the budget for the service area, and shall not share in so far as these rights are concerned in the apportionment of the remaining nine-tenths.

(Amended by Stats. 2004, Ch. 230, Sec. 28. Effective August 16, 2004.)

4253.

In all cases where rights exist to store or divert water for use for more than one purpose, the amount to be paid by the owner of such rights shall be based upon the total amount of water he is entitled to store or divert, and he shall not be required to pay more than one amount on the same water so stored or diverted notwithstanding use for more than one purpose.

(Enacted by Stats. 1943, Ch. 368.)

4254.

In making an apportionment to any owner of the right to store water, 350 acre-feet of storage capacity which the owner is entitled to use shall be considered the

equivalent of the right to divert one cubic foot per second of the direct flow of a stream.
(Enacted by Stats. 1943, Ch. 368.)

WATER CODE - WAT
DIVISION 2. WATER [1000 - 5976]
(Division 2 enacted by Stats. 1943, Ch. 368.)

PART 4. DISTRIBUTION OF WATER IN WATERMASTER SERVICE AREAS [4000 - 4407]
(Part 4 enacted by Stats. 1943, Ch. 368.)

CHAPTER 7. Expenses of Distribution [4200 - 4335]
(Chapter 7 enacted by Stats. 1943, Ch. 368.)

ARTICLE 4. Payment and Collection [4275 - 4279]
(Article 4 repealed and added by Stats. 1961, Ch. 360.)

4278.
Apportionments levied pursuant to this article shall be collected at the same time and in the same manner as county taxes. So far as applicable, all provisions of law relating to the equalization, levy, payment, and collection of county taxes shall apply to such apportionments and all provisions of law relating to the duties of county officers in relation to county taxes shall apply to such apportionments, except as otherwise expressly provided by this chapter, so far as the same are or may be made applicable.

(Repealed and added by Stats. 1961, Ch. 360.)

Modoc County Watermaster
114 East North St
Alturas CA 96101 ph# 233-5515 fx# 233-5535

STATEMENT FOR ASH CREEK WATERMASTER SERVICE AREA
LASSEN AND MODOC COUNTIES, 2023-2024

ESTIMATED COST TO WATER USERS
FOR THE PERIOD OF JULY 1 2023 THROUGH JUNE 30 2024 .....
(PREPARED IN COMPLIANCE WITH PART 4 DIVISION 2 OF WATER CODE)

TAX CODE	PARCEL CODE	WATER RIGHT OWNER	C.F.S.	COST $
052-008	003-090-004-000	Bryan, Rick & Theresa	0.100	138.00
052-012	015-140-020-000	BAXMAN, RICHARD & NANCY	0.140	150.00
052-015	003-120-024-000	BURGI, CHARLENE J. REVOCABLE TRUST	0.040	120.00
052-013	005-160-012-000	CARROLL, BETTY ANN	0.590	290.00
052-008	003-120-034-000	COWAN, JOHN & Jane	1.095	448.00
052-013	005-150-013-000	DEFOREST FAMILY TRUST	5.700	1,880.00
052-013	005-160-016-000	DEFTY LAND HOLDINGS LLC	2.000	730.00
052-012	015-140-067-000	DUTTON, KENNETH K. & GREVE-DUTTON, AMY HWJT	0.040	120.00
052-015	003-070-015-000	FROSTY ACRES, INC.	3.900	1,320.00
052-008	003-050-011-000	GEORGE FAMILY TRUST	0.150	154.00
052-008	001-080-036-000	GERIG FAMILY TRUST	1.350	528.00
052-016	003-160-002-000	HAWKINS,	0.500	262.00
052-015	003-080-012-000	HIGGINS, MARK R & IDA LORRAINE	1.000	418.00
052-015	003-030-040-000	HUNT, Revocable Trust	3.200	1,102.00
052-016	005-090-005-000	KNIGHT FAM TR	0.097	138.00
052-008	003-090-037-000	LEONARD , DAVID & SUSAN	0.100	138.00
052-012	017-050-002-000	PARKS FAMILY 1995 REVOC TRUST	0.850	372.00
052-015	003-120-023-000	ROBINWOOD VINEYARDS	0.750	340.00
052-013	017-040-016-000	RULISON, CRAIG	2.160	780.00
052-008	003-090-031-000	SAWYER, MICHAEL W. & LINDA M.	0.100	138.00
052-008	003-030-002-000	TEHAMA ANGUS RANCH	3.200	1,102.00
052-012	015-140-068-000	THEIN, VAN RAYMOND LT	0.620	300.00
052-008	003-090-002-000	THOMPSON, ROBERT H. SR., & ROSE M. &	0.100	138.00
052-016	005-090-015-000	WROBEL, WILLIAM D TRUST	0.400	232.00

APPORTIONMENTS TO BE BILLED AND COLLECTED BY LASSEN COUNTY	11,338.00

STATEMENT FOR ASH CREEK WATERMASTER SERVICE AREA
LASSEN AND MODOC COUNTIES, 2023-2024

ESTIMATED COST TO WATER USERS
FOR THE PERIOD OF JULY 1 2023 THROUGH JUNE 30 2024 .....
(PREPARED IN COMPLIANCE WITH PART 4 DIVISION 2 OF WATER CODE)

PARCEL CODE	WATER RIGHT OWNER	C.F.S.	COST $
018-050-030-000	GHOLSON, CHARLES	0.300	200.00
018-220-045-000	JOHNS, GARY L.	0.450	248.00
018-070-030-000	MONCHAMP, RYAN	0.102	140.00
018-070-024-000	MORRIS, SANDRA L.	3.500	1,196.00
018-220-052-000	NEWBY, JACK E. & JUDY M. JT	0.830	366.00
018-210-023-000	NIPAR, PEGGY L SUCC TRUST	8.480	2,744.00
018-250-005-000	NOR-CAL LAND & CATTLE CO.	0.350	216.00
018-070-027-000	RRF JIMMERSON LLC	0.044	122.00
018-070-029-000	STANLEY H. ROYCE	0.073	130.00
018-050-007-000	TRAVERSO, MICHAEL	0.300	200.00
018-240-038-000	VENABLES, NORMAN J. & LILY N. JT	0.120	144.00
018-210-049-000	YBARRA, STEPHEN & YBARRA, LAUREL	0.850	372.00

APPORTIONMENTS TO BE BILLED AND COLLECTED BY MODOC COUNTY	6,078.00

Attachment: Proposed Modoc County Apportionments Fees for the Period of July 1, 2023 through June 30, 2024 (Resolution to place

STATEMENT FOR NORTH FORK PIT RIVER WATERMASTER SERVICE AREA
MODOC COUNTY, 2023-2024

ESTIMATED COST TO WATER USERS
FOR THE PERIOD OF JULY 1 2023 THROUGH JUNE 30 2024 .....
(PREPARED IN COMPLIANCE WITH PART 4 DIVISION 2 OF WATER CODE)

TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COST $
057-032	024-160-024-000	ALVES, NICKI R TR	0.620	180.00
057-027	024-180-007-000	ARNEY, MINNIE IRENE ETAL	0.180	89.00
057-007	028-030-002-000	BAILEY, CLIFFORD E. TRUSTEE	2.500	570.00
057-007	022-250-035-000	BAKER, STEPHEN H. & CHERYL D.	0.090	71.00
057-027	024-180-005-000	BEACHLER, BRONCHO R. & TERI R. TRUSTEES	0.150	83.00
057-007	026-190-017-000	BELDING, WALLACE & JAY, RUSSEL	0.800	218.00
057-007	026-200-039-000	BLAUTH, JUDITH	0.025	57.00
057-003	025-150-008-000	BREEZE, DOUGLASS, & Breeze, Richard	0.150	83.00
057-007	026-300-005-000	BROCK, I. LEE, & MADONNA H. JT	0.100	73.00
057-022	026-010-021-000	BROWN, C. ADAIR	3.413	759.00
057-007	028-030-033-000	BROWN, JOSEPH	1.800	425.00
057-007	028-060-014-000	BROWN, KEITH & HAZEL	2.250	518.00
057-022	026-010-044-000	MALOREY, HALEY & MALOREY MASON, JT	0.120	77.00
057-022	026-020-001-000	CAPIK, MARK & NANCY JT	0.100	73.00
057-027	024-170-001-000	CARPENTER, TOM & BRENDA	1.160	292.00
057-027	024-031-002-000	CARTER, JOAN A.	0.020	56.00
057-007	021-260-015-000	COBLE, LONNIE & SANDRA JT	0.100	73.00
057-007	026-200-043-000	CODONA, L.A. & LEHNER, MARY-NAOMI	0.113	75.00
057-007	022-220-052-000	COE, EDWIN & VALERIE	1.060	271.00
057-007	022-220-026-000	COLE, BENJAMIN & COLE, JANE	0.490	153.00
057-032	024-160-036-000	COLE, MICKEY & LARREN JT	0.300	114.00
057-007	026-300-010-000	COPPEDGE, JAMES W.	0.040	60.00
057-003	025-200-037-000	CURNOW, RANDY & REBECCA	0.150	83.00

057-007	022-250-017-000	Davis, Tonya	0.100	73.00
057-007	026-200-042-000	DEWITT, JUNIOR C & DEWITT, DELORES TRUST	1.690	402.00
057-007	022-140-014-000	DOLBY, BRENT & TINA	0.430	141.00
057-007	026-200-041-000	DOLBY, PAUL	1.250	311.00
057-007	022-510-018-000	DUNN, LARRY V. & SANDRA A. TRUST	0.220	98.00
057-007	026-170-013-000	DVA ST OF CA #930594 C/O PRATT, W.	0.080	69.00
057-007	026-300-045-000	ERICKSON, ROGER & ELLEN JT	0.060	64.00
057-027	024-180-008-000	EVANGILISTI, JACQI & EVANGILISTI, RICHARD TR	0.030	58.00
057-007	022-220-045-000	FERRARA, JOHN M. & SHIRLEY	0.100	73.00
057-007	026-300-044-000	FLAMBURES, MICHAEL & SLYVIA	0.050	62.00
057-007	026-320-028-000	FROEBERG, CAROLYN	0.010	54.00
057-024	026-050-024-000	GALVIN, LONNIE	1.300	321.00
057-022	026-010-031-000	GARDNER, C CLARKE TR LLOYD, KENNETH H	2.200	508.00
057-022	026-010-013-000	GARDNER, C. & N., LLOYD, K. & G.	4.715	1,029.00
057-007	021-240-038-000	GIBBONS, B.E. & S. JT	2.400	549.00
057-007	022-220-018-000	GLOS, D. &GLOS, L. JT	0.100	73.00
057-007	026-170-008-000	THOMS CREEK RANCH, LLC	0.570	170.00
057-007	022-140-011-000	MOREY, GEORGE & MOREY, PAMELA JT	0.020	56.00
057-022	025-150-055-000	GUERRA, DEBORAH L	0.150	83.00
057-007	021-260-004-000	GUERRERO, JOSE	0.090	71.00
057-007	022-510-015-000	HADWICK, HEATHER & BRYAN JT	0.210	95.00
057-007	026-300-038-000	HAGGERTY, J	0.120	77.00
057-003	025-150-065-000	HENDERSON, PATRICIA DAVIS	1.150	290.00
057-007	021-260-005-000	HOLCOMB, DON CHRISTOPHER	0.070	66.00
057-007	028-030-046-000	HOLTEMANN, JOHN R. & LYNNE R.	3.200	715.00
057-007	028-030-047-000	HOWARD, ROBIN	1.820	429.00
057-032	024-160-026-000	HUTCHINSON, JOHN B	0.550	166.00
057-003	025-150-006-000	INGRAHAM, ARTHUR F. & ELIZABETH	1.500	363.00
057-007	021-260-014-000	ODGERS, J & WEST, A JT	0.110	75.00
057-003	025-200-015-000	JAYO, JENNIFER	0.090	71.00
057-007	026-200-047-000	JOST, JOHN & SUSAN JT	0.541	164.00
057-003	025-200-009-000	WILSON, ERIC R	0.040	60.00

057-007	021-260-006-000	KEW, ROBERT & KEW, ANDREA	0.020	56.00
057-007	022-550-030-000	LA FAMILIA	24.220	5,068.00
057-007	022-510-063-000	LARRANAGA, RENE & LARRANAGA JODIE, JT	0.230	100.00
057-027	024-020-014-000	LAWSON RANCH, INC.	5.160	1,121.00
057-032	024-160-028-000	LAWSON, RICHARD & LAWSON, DIXIE JT	1.020	263.00
057-003	025-130-031-000	LENEAVE, JOHN & LINDA JT	0.070	66.00
057-027	024-160-064-000	LINDSAY, TODD	0.120	77.00
057-007	026-300-039-000	MANDAS, KRISTIN, & MANDAS, SUSAN JT.	0.080	69.00
057-003	025-130-019-000	INGRAHAM, BRIAN & INGRAHAM, REBEKAH	0.200	93.00
057-003	025-200-031-000	MARINE, SHANNON & THUN, MELISSA	0.060	64.00
057-007	021-260-011-000	COLLINS, CHRISTOPHER & HOWE, BARBARA	0.100	73.00
057-024	026-060-014-000	MATULEWICZ, FRANK B.	0.100	73.00
057-032	024-230-041-000	MCKEREGHAN, KEVIN & FREEDMAN, TERA TR	0.840	226.00
057-007	022-250-016-000	MCQUARRIE, JOHN D. & ANDREA J. JT	0.070	66.00
057-008	024-180-018-000	MILLIN, GARY AND MILLIN, DANA	0.990	257.00
057-022	020-200-013-000	MODOC RANCH PROPERTIES	48.300	10,056.00
057-007	026-190-025-000	MURPHY, R & K	0.400	135.00
057-007	025-150-063-000	MYERS, JOSHUA & ALLEN, ANNA	0.950	249.00
057-007	022-330-024-000	NELSON, ALLAN & NELSON CLAUDIA TR	5.850	1,264.00
057-007	026-210-025-000	NEUBERT, BRYAN E. & PATRICIA M.	1.200	300.00
057-007	022-140-018-000	NIELD, JEFFREY & NIELD, KAREN	0.130	79.00
057-007	026-200-048-000	OLIVER, INGRID	0.101	73.00
057-032	024-230-013-000	PANTER, GERALD D. & LINDA L.	1.600	383.00
057-032	024-230-017-000	PERRY, LINDA & VAN NES, STACY JT	2.300	528.00
057-007	028-050-040-000	CANAVERI, CAROLE & TITUS, KATHLEEN	0.700	197.00
057-003	025-150-046-000	POCHYLSKI, E & LOVE, C	0.150	83.00
057-003	025-170-004-000	POINTERE, RANDOLPH LEWIS & ENZ, SUSAN TR	0.040	60.00
057-007	022-510-060-000	READ, RICHARD & PROBST, B	0.097	72.00
057-007	021-260-010-000	REED, ELLEN	0.180	89.00
057-032	024-230-040-000	ROMO, ANDRES & KIMBERLY TR.	0.760	209.00
057-024	026-010-046-000	RUSS RANCH CO. LLC	18.330	3,848.00

Attachment: Proposed Modoc County Apportionments Fees for the Period of July 1, 2023 through June 30, 2024 (Resolution to place

057-028	024-230-036-000	SAFFORD, MELODIE F. & NOBLE, ROWAN	5.750	1,243.00
057-027	024-160-065-000	SCHULER, PATRICK	0.580	172.00
057-007	026-170-010-000	SHAFFER, DANIEL & SHAFFER, MARTIN TRUST	0.570	170.00
057-003	025-130-030-000	SHAFFER, GARY & SHAFFER, MARILYN TR	0.020	56.00
057-007	022-170-022-000	SHARP, RANDALL M. & CAROL JT	1.090	278.00
001-000	003-240-023-000	SHULZ, DANIEL & SHEELY G. AND J.	0.400	135.00
057-007	026-300-049-000	SIGLER, KIM E. & SUE M. JT	0.060	64.00
057-003	025-200-008-000	SMITH, KENNETH B.	0.020	56.00
057-032	024-160-039-000	SMITH, LAYNE & PEGGY, ERIC, LISA	0.330	120.00
057-027	024-170-008-000	SMITH, SHANNON	0.230	100.00
057-007	026-210-040-000	STAINS, EDWIN D. & SOPHIA A. TRUSTEES	1.850	435.00
057-007	026-210-041-000	STAINS, HOLLY D.	0.150	83.00
057-007	026-190-020-000	DOLBY, PAUL F. TR	0.250	104.00
057-027	024-180-013-000	STEVENS, W.L. & M.W.	0.330	120.00
057-007	022-510-016-000	STEVENS, WESLEY J.	0.040	60.00
057-027	024-160-049-000	STRINGER, JOHN	1.410	344.00
057-007	022-130-049-000	TALBOTT, CURTIS & ANTOINETTE	0.300	114.00
057-007	022-250-050-000	TAMAGNI, GLORIA J. & NICKS, DARRELL L.	2.100	487.00
057-007	022-170-006-000	TATE, DENNIS &HEARD, ROBERT ET AL	1.440	350.00
057-007	022-220-038-000	WEBER, KEITH & ELIZABETH	0.160	85.00
057-007	022-240-033-000	WEBER, WARREN TRUSTEE	2.790	630.00
057-032	024-230-006-000	WEIDNER, MONICA & TOMIE ETAL	4.100	901.00
057-007	022-140-017-000	WILLIAMS, HARVEY / MARTHA	0.140	81.00
057-007	022-260-020-000	WILSON RANCHES	11.450	2,423.00
057-003	025-150-010-000	WOLF, SCOTT & WOLF, JENNY JT	1.400	342.00
057-027	024-160-059-000	ALLEN, JOHN & ALLEN, SUZANNE TR	0.210	95.00
057-032	024-160-025-000	YELLOW WING PROPERTIES LLC	0.080	69.00
057-007	022-240-025-000	YOCHA DEHE WINTUN NATION	3.000	673.00
057-007	022-220-030-000	ECHEVERRIA GENERAL PARTNERSHIP	5.580	1,208.00
057-007	022-250-043-000	YOUNGER, JOHN JR. & YOUNGER LAURA S	3.420	760.00
057-007	022-510-059-000	YOUNGER, JOHN A. & LAURA S.	0.146	82.00
057-003	025-160-002-000	ZIMMERMAN, JOHN R. & SUZAN E.	0.200	93.00

APPORTIONMENTS TO BE BILLED AND COLLECTED BY MODOC COUNTY 48,519.00

STATEMENT FOR SURPRISE VALLEY WATERMASTER SERVICE AREA
MODOC COUNTY, 2023-2024

ESTIMATED COST TO WATER USERS
FOR THE PERIOD OF JULY 1 2023 THROUGH JUNE 30 2024 .....
(PREPARED IN COMPLIANCE WITH PART 4 DIVISION 2 OF WATER CODE)

PARCEL CODE	WATER RIGHT OWNER	FLOW	COST
026-154-004-000	360 POV, LLC	0.280	162.00
031-100-011-000	ABAD, VALERIE	0.040	80.00
032-130-065-000	ALEXANDRE, BLAKE/STEPHANIE	1.539	586.00
026-240-012-000	ALOISE, RON L. & SALLY TRUSTEES	2.050	758.00
031-080-007-000	ANDERBERG, PATRICK	0.060	88.00
034-090-001-000	ANDERSON, JANELLE R.	0.080	94.00
034-092-015-000	ANTUNEZ DE MAYOLO, ERIK & KAY	0.290	164.00
031-102-002-000	ARMSTEAD, GARY A. & SANDRA JT	0.020	74.00
032-170-032-000	ARRECHE, JON & ARRECHE, KELSEY	2.900	1,046.00
032-170-026-000	ASH, PEGGY	4.000	1,416.00
031-090-004-000	BAKER, DAVID ANDREW, SUCC TR	0.090	98.00
031-020-027-000	BAKER, WALTER THOMAS, JR TR	0.110	104.00

026-166-028-000	BANDY, OWEN & BANDY, RHONDA TR	0.480	228.00
033-310-015-000	BARNES, RODNEY & JANET JT	7.630	2,642.00
033-310-028-000	BARTOLO, JOSEPH & MICHELLE	1.000	404.00
031-010-029-000	BAUGH, CASON L. & HELEN L. TRUSTEES	11.980	4,110.00
034-070-018-000	BEEMAN, FRED & JOYCE JT	0.140	114.00
032-050-043-000	BERTOTTI, JOSEPH ANDREW	3.720	1,322.00
031-080-001-000	BLOOM, LINDA & POLLETE, NOELLE	0.060	88.00
034-100-011-000	BOONE, SAMUEL L. & NANCY L. JT	0.050	84.00
032-170-049-000	BORDWELL, FLORENCE A TRUSTEE	2.418	882.00
033-040-014-000	BROWN, SANDRA TR	1.050	422.00
031-360-004-000	BRUSSARD, PETER R. & ETUX	0.140	114.00
026-153-004-000	BUCHER, KATHRYN TRUST	0.020	74.00
031-083-001-000	BUDDE, AMY	0.030	78.00
033-300-016-000	BUNYARD, JOHN & BUNYARD, SUSAN	5.000	1,754.00
026-152-006-000	BURICH, STEPHEN	0.010	70.00
033-310-010-000	CAIN, BRIAN	0.160	120.00
031-110-002-000	CAREY, DANA & CAREY, JOHN JT	0.040	80.00
031-010-030-000	CAREY, JOHN & CAREY, SHARON	7.560	2,618.00
034-070-025-000	CARNEY, VALRIE R TR	0.025	76.00
033-160-025-000	CARROLL, RICHARD	0.108	104.00
034-120-040-000	CHACANO & OYARZUN	2.600	944.00
026-130-002-000	CHARLES, CYNTHIA AND WILSON, MARYANN	0.210	138.00
034-062-020-000	CHATER, CRIS TR	0.090	98.00
031-080-011-000	CHAVES PAULA	0.030	78.00
034-120-021-000	CHESSHER, JEFF & DONALD, MOIRE	0.670	294.00
033-160-046-000	COCKRELL RANCHES, LLC	15.500	5,298.00
032-050-048-000	COCKRELL, DEAN	0.126	110.00
032-030-012-000	COCKRELL, JAMES T. & COCKRELL, DEAN TR	16.673	5,694.00
034-091-001-000	COCKRELL, ROBERT & SHERI JT	0.080	94.00
034-120-018-000	COCKRELL, THOMAS R & LYNN JT	5.150	1,806.00
026-152-007-000	CODONA, DIANE TRUSTEE	0.080	94.00
033-180-022-000	COOK-DAVIS, MARY	1.500	574.00
026-157-004-000	COPSEY, TY C & LEANNE JT	0.080	94.00

Attachment: Proposed Modoc County Apportionments Fees for the Period of July 1, 2023 through June 30, 2024 (Resolution to place

026-120-006-000	DARST, RICHARD A.	1.850	692.00
033-310-013-000	DEMULDER, C DAVID & OWENS-DEMULDER,	5.170	1,812.00
033-300-021-000	DEMULDER, CHARLES D	5.890	2,054.00
026-130-015-000	DENISON, SARAH & MCKIM, TOM	0.800	336.00
034-080-001-000	DIVEN, JASON & DENISON, SARAH JT	0.180	128.00
033-290-008-000	DREW, DENNIS W & LARRY W SUCC TR	3.150	1,130.00
031-120-001-000	DUNNINGTON, LAURIE J.	0.010	70.00
034-170-018-000	EAGLE CREEK LAND & CATTLE	4.690	1,650.00
034-150-018-000	EAGLE CREEK LAND LLC	7.260	2,518.00
034-100-003-000	EAGLEVILLE SALOON	0.220	142.00
034-070-003-000	EDELEN, JOHN	0.025	76.00
034-120-006-000	ESPIL, TOM	1.600	606.00
034-120-038-000	ETCHEVERRY,DENNIS	0.110	104.00
026-142-001-000	EVANS, JAMIE TRUSTEE	0.420	208.00
031-150-039-000	FEE RANCH, INC.	3.520	1,254.00
026-161-003-000	FOGERTY, LORIE E.	0.380	196.00
032-150-090-000	FREEMAN,-PARRIOTT, SANDRA	2.940	1,060.00
032-180-009-000	GELHAUS, MARK & MARCELLA, JT	2.600	944.00
034-101-003-000	GERSTENSCHLAGER, BRIAN	0.200	134.00
033-300-006-000	GILBERT, ROBERT	0.420	208.00
034-040-040-000	GOLDMAN, JEANNE	0.080	94.00
026-120-022-000	GORZELL, KEITH	0.600	270.00
026-240-034-000	GORZELL, KEITH E. DVA	1.040	418.00
026-120-021-000	GORZELL, LEE & EDNA	0.090	98.00
033-020-002-000	GOTCHER, COLLIN & GOTCHER , DIANA	4.500	1,586.00
032-150-087-000	GRAHAM, ROBERT C. + KENDRICK, KATHERIN	0.050	84.00
033-310-001-000	GREEN, TRACI	0.080	94.00
031-070-003-000	GRITTON, WENDY TR	0.120	108.00
034-170-011-000	GROVE LAND & LIVESTOCK CO, INC.	5.750	2,008.00
034-170-001-000	GROVE, JEANNE& ZAVALETA, HEATHER TR	2.900	1,046.00
034-170-015-000	GROVE, JERRY & GROVE, WANDA	6.060	2,112.00
026-240-018-000	HALEY, BRUCE & HALEY, DEBRA JT	0.050	84.00
032-050-045-000	HALL, CHRISTINE PARNOW	0.870	360.00

032-150-078-000	HALL, RANDALL M. & BECKY S.	0.040	80.00
026-142-004-000	HANKS, DARYL & SHARON	0.210	138.00
026-166-020-000	HAPGOOD, NORMA	0.020	74.00
032-050-022-000	HARRIS, JAMES & LYNETTE JT	1.750	658.00
033-180-006-000	HEIN, MELVIN J. & JUDITH M	3.340	1,194.00
033-310-060-000	HICKS, DONALD R. & MARYANN M.	0.050	84.00
034-120-026-000	HILL, CHERYL L.	0.510	240.00
032-150-075-000	HILL, EDWIN & HILL, VICKI JT	0.820	344.00
026-141-006-000	HILL, MICHAEL & MUELLER, KATHERINE ETAI	0.120	108.00
032-180-016-000	HILL, THOMAS S.	10.200	3,460.00
032-180-001-000	HILL, THOMAS S. TR	2.420	884.00
031-082-004-000	HINES, GEORGIA B. & HINES , JORDAN TR	0.030	78.00
034-120-037-000	HODGE, CELESTA	0.140	114.00
026-240-030-000	HOLDING, HUNTER & HOLDING, ANN	2.380	870.00
031-060-005-000	HOOVER, JONATHAN	0.080	94.00
031-060-008-000	HOVER, JONATHAN	1.490	570.00
031-360-003-000	HUETTEMAN, WILLIAM A. JR & LEA L.	0.090	98.00
033-310-007-000	HUGHES, RICHARD L.	0.150	118.00
033-310-003-000	HUGHES, TODD & SUSAN JT	0.200	134.00
033-140-032-000	IVESON, PAMELA & CONNER, LEE	2.506	912.00
031-070-007-000	JACOBO-WALKER, MARIA & WALKER, MURR	0.040	80.00
032-050-003-000	JORGENSEN, FRED & TONI JT	1.000	404.00
034-120-020-000	KELLINGTON, PETER & GRETCHEN JT	0.200	134.00
031-103-001-000	KIRKPATRCK, LESLIE	0.020	74.00
031-070-008-000	KLOEPFER,HAROLD & HAROLD, IVORY	0.030	78.00
026-130-019-000	KRAEMER, MICHAEL	0.017	72.00
031-010-062-000	LARSEN, MICHAEL W. & LINDA L. JT TRUSTEE	0.880	364.00
032-150-024-000	LB LAND & LIVESTOCK	1.750	658.00
026-156-001-000	LEE, GREGORY M. TR	1.660	628.00
032-170-064-000	LINDQUIST, SUSAN TR	0.127	110.00
026-142-009-000	LINNEHAN, JAMES V	0.280	162.00
026-130-025-000	MADRICAL, A. & HENDRICKSON, N.L.	0.080	94.00
033-300-024-000	MARCH, RAY & MARCH, BARBARA	0.200	134.00

032-130-051-000	MARCHY, HANS & LINDA JT	0.500	236.00
032-030-013-000	MARTINEZ, TIMOTHY & AMIE	2.500	910.00
032-050-049-000	MARTINEZ, TIMOTHY E. & TERRI A. JT	0.150	118.00
032-150-066-000	MCFARLAN, LAUREN J TR	0.720	310.00
031-050-013-000	MCGIFFIN, TODD C. & LORETTA L.	4.260	1,504.00
034-060-002-000	MCMURTY, BRIAN	0.260	154.00
034-170-003-000	MERBS, BLAKE	0.600	270.00
031-070-005-000	MICHEL, MICHELLE L.	0.140	114.00
034-040-030-000	MINTO, SHARLENE I.	2.490	908.00
034-062-014-000	MINTO, DICK	0.025	76.00
032-130-076-000	MINTO, THOMAS E. & MCGARVA, JENICA TR	0.300	168.00
033-160-056-000	MOREDA, EDWARD J. & GREDA J. JT	1.200	472.00
031-360-001-000	MORRISON, CHARLES K. & JANIS L. JT	0.020	74.00
026-120-035-000	NARDELLA, FRANK L. & SHEPPARD, SOPHIE	3.650	1,298.00
034-150-014-000	NEVADA PRONGHORN LLC	25.500	8,658.00
033-320-001-000	ODGERS, GARY	0.000	66.00
034-040-029-000	OILAR, CLAYTON D. & VICKI D.	0.190	132.00
034-170-006-000	OSBORNE, VICKI MARIE SUCC TR	3.450	1,232.00
034-120-030-000	OYARZUN, CASSANDRA, & CRISTIAN	0.380	196.00
033-310-006-000	OYARZUN, DANIEL & OYARZON, MEGAN JT.	0.040	80.00
026-240-005-000	PAGE, RAYMOND TRUSTEE	3.710	1,320.00
026-130-022-000	PARMAN, BETTY & RUIZ, JOSE TRUSTEE	0.180	128.00
031-050-019-000	PERKINS, CHARLES E.	14.060	4,812.00
031-050-027-000	PERKINS, SARAH HADLEY	0.420	208.00
031-082-009-000	PETERS, NORMA E.	0.060	88.00
034-091-008-000	PFEIFFER, ARTHUR T. & PATRICIA J.	0.175	126.00
034-061-019-000	PFEIFFER, SALLY, & JAUCH, BEATRICE TR	0.030	78.00
032-150-064-000	PRATT, CHARLES R. & REGINA L.	0.070	90.00
032-150-049-000	PRATT, REGINA	3.000	1,080.00
031-101-003-000	PRINGLE, ROBERT VELOICE & SHIRLEY	0.040	80.00
033-310-016-000	QUEIROLO, GARY, & QUIEROLO, JAMES F TR	4.300	1,518.00
033-180-008-000	QUIGLEY,GEORGIA GAE & CARL DOUGLAS	2.250	826.00
033-180-018-000	RALB CORPORATION	8.680	2,996.00

034-090-002-000	REEVES, RANDEL & VIRGINIA	0.080	94.00
034-050-002-000	REEVES, RICHARD & CHERYL	0.080	94.00
034-050-003-000	REEVES, ROBERT & REEVES, RICHARD	0.080	94.00
032-150-079-000	RICH, RANDALL	1.840	688.00
034-020-013-000	ROBERT COCKRELL RANCH, LLC	19.940	6,796.00
032-130-008-000	ROBERTSON, CHESTER	0.300	168.00
026-142-011-000	ROBERTSON, CHESTER & ELISE	0.140	114.00
031-110-001-000	RODRIGUES, ARIEL & SHAUNA	0.050	84.00
032-130-068-000	ROSS, RALPH & ROSS, STACEY JT	0.201	134.00
031-080-003-000	SCHAFER, OWEN	0.020	74.00
026-161-002-000	SEUFFERLEIN, R. & G JT	0.070	90.00
034-070-026-000	SHAFFER, MARK	0.025	76.00
031-103-003-000	SIBERON, FELIX & BREHL, EDMUND TRUST	0.020	74.00
034-120-034-000	SLEEPING CREEK RANCH	0.480	228.00
026-157-005-000	SMITH, DUANE & SMITH, LORI	0.100	100.00
034-040-036-000	SMITH, KARIN B. TRUSTEE	0.420	208.00
026-130-026-000	SMITH, LAWRENCE	0.250	152.00
033-310-056-000	SMITH, SYDNEY TRUSTEE	0.580	262.00
031-070-004-000	SOMMER, LILLI	0.490	232.00
031-090-001-000	SORENSEN, DAVID W.	0.120	108.00
033-160-059-000	STEPHEN, JOSHUA	0.840	350.00
033-180-002-000	STEVENSON, WILLIAM & KARA JT	7.200	2,496.00
026-130-006-000	STEVENSON,LARRY JOE& CONNIE LEE TR	1.420	546.00
031-080-017-000	STOCKER, CAROL J.	0.020	74.00
034-092-016-000	STOUGHTON, ROBERT & CANDACE JT	0.060	88.00
031-080-006-000	SWEENEY, LEE, NORMAN, ROXANNA, & CON	0.130	110.00
034-091-002-000	TADLOCK, JEFFERY	0.020	74.00
031-050-040-000	TILLSON JOSEPH & TILLSON, JOANN TR	4.880	1,714.00
033-300-020	TIMS, LYNNE TR	2.750	996.00
031-020-002-000	TOWNSEND, CLINTON & TOWNSEND, RISE T	0.030	78.00
034-091-005-000	VASS, JOHN R. & LILIANA	0.080	94.00
026-141-007-000	VIGOREN, TREVOR	0.220	142.00
026-156-002-000	WARD, THOMAS & DICKERSON, VALERIE	0.140	114.00

032-150-033-000	WARRENS RANCH & PRATT, BUTCH %	2.300	844.00
031-141-005-000	WASHBURN, RYAN & MICHELLE JT	0.020	74.00
026-130-009-000	WILSON, HARRY & WILSON, JOY	1.850	692.00
026-130-032-000	WIMER, MARGARET D.	0.560	256.00
031-150-001-000	YOCHA DEHE WINTUN NATION	7.630	2,642.00
033-310-055-000	YOUNG, ANN B & GASPERS, MICHAEL T	0.070	90.00
APPORTIONMENTS TO BE BILLED AND COLLECTED BY MODOC COUNTY			123,968.00

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Cheryl Knoch, Treasurer/Tax Collector**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to distribute the 2022 Tax Sale Excess Proceeds as detailed in the 2022 excess proceeds distribution report.

Board of Supervisor approval for the distribution of excess proceeds from the 2022 tax sale.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 1
Minutes Orders Needed: 1

Date Submitted: 7/10/2023

Phone Number: (530) 233-6224

Email: CherylKnoch@co.modoc.ca.us

Agenda Item Number:3.a

2022 Tax Sale Excess Proceeds

Based on the claims for excess proceeds filed during the past year, and per R&T code 4675 and 4676, it is the Tax Collector's recommendation that the following excess proceed amounts be disbursed as listed below. Request that the Tax Collector be authorized to draw these warrants for payment from the tax sale trust fund.

Parcel Number	Excess Proceeds Amount	Distribution	Comment
036-274-018-000	796	$796 to ACH Holdings, LLC 5277 Trillium Blvd Hoffman Estates, IL 60192	
036-274-020-000	796	$796 to ACH Holdings, LLC 5277 Trillium Blvd Hoffman Estates, IL 60192	
037-331-020-000	953	$953.00 to General Fund	No claim received
	$ 2,545	Total Excess Proceeds	
	$ 953	General Fund Amount	

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Stephanie Wellemeyer, Auditor**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign an agreement between the County of Modoc and The SpyGlass Group, LLC to analyze our telecommunications service accounts to seek cost recovery, service elimination, and cost reduction recommendations.

We used this company back in 2015 to review cost savings. This time around we would specifically be looking at cell phones. The cost for the service is 50% of any "Cost Recovery" within a twelve month period if we use their recommendations. Or 12 times any "Service Elimination Savings" or "Cost Reduction Savings" suggested by the company. If the company finds no savings, or we choose not to take their recommendations there is no cost to the County.

Budget Affected: Yes

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/3/2023

Phone Number: (530) 233-6207

Email: StephanieWellemeyer@co.modoc.ca.us

Agenda Item Number: 4.a

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Modoc County** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of California, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	**AUDITOR**
Modoc County	The SpyGlass Group, LLC
Signature:_____	Signature:_____
Print Name: Kathie Rhoads	Print Name: Edward M. DeAngelo
Date:_____	Date:_____

APPROVED AS TO FORM

_____

Margaret Long
County Counsel

ATTEST

_____

TiffanyMartinez
Clerk of the Board

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Tex Dowdy, Sheriff's Office**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting permission to close out the Correctional Officer III class specification within the Sheriff's Office, effective June 30, 2023.

DISCUSSION:
This position no longer meets the needs of the current and future plans of the Modoc County Sheriff's Office. The position is currently vacant.

OTHER AGENCY INVOLVEMENT
None.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: No
Minutes Orders Needed: 1

Date Submitted: 7/14/2023

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number:5.a

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Tex Dowdy, Sheriff's Office**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting permission to close out the Correctional Project Coordinator class specification within the Sheriff's Office, effective June 30, 2023.

DISCUSSION:
This position no longer meets the needs of the current and future plans of the Modoc County Sheriff's Office. The position is currently vacant.

OTHER AGENCY INVOLVEMENT
None.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: No
Minutes Orders Needed: 1

Date Submitted: 7/14/2023

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number:5.b

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Tex Dowdy, Sheriff's Office**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign the Master Service Agreement between the Modoc County Sheriff's Office and Lexipol, LLC for the purchase of the Cordico Mobile Wellness App, not to exceed an annual fee of $4,999.00, effective upon signature and remains active until written notice of non-renewal to the other party at least sixty (60) days prior to renewal.

DISCUSSION:
This item will be purchased out of the Officer Wellness and Mental Health Grant Program. Cost per year is $4,999 over the next three years for a total of $15, 0000. Budget unit that will be affected 2110.54600.

Budget Affected: Yes

Clerk's Instructions:
Certified Copies Needed: 1
Minutes Orders Needed: 1

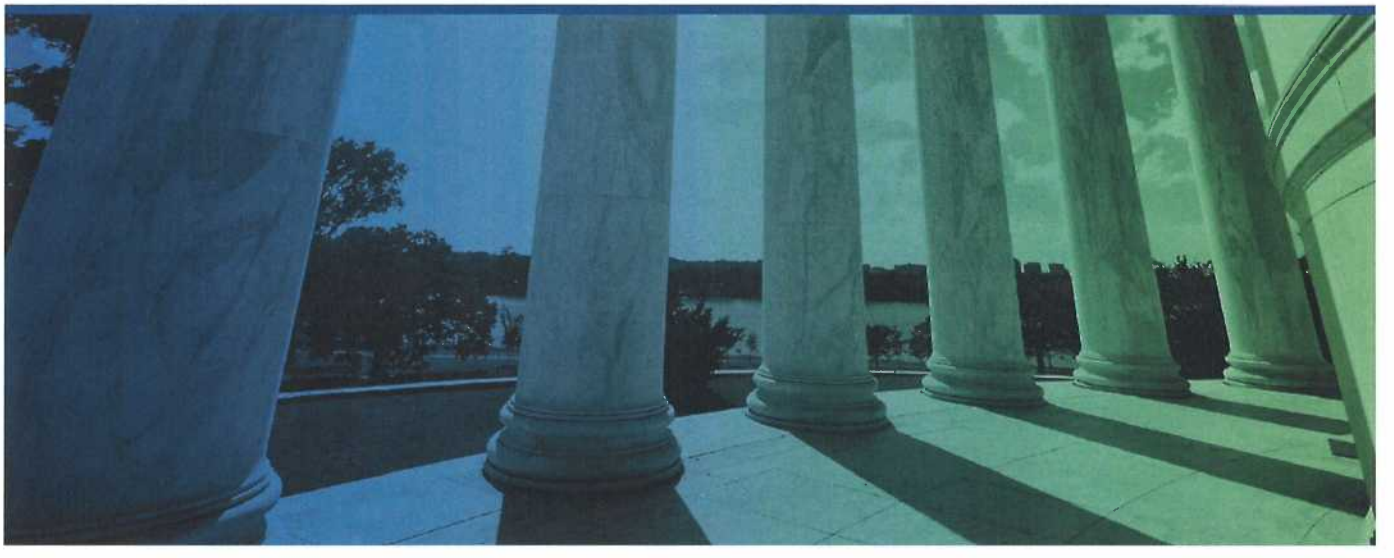
Date Submitted: 7/18/2023

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number: 5.c

LEXIPOL

SOLUTIONS PROPOSAL



PREPARED FOR:
Modoc County Sheriff's Office (CA)
Sheriff William "Tex" Dowdy
tdowdy@modocsheriff.us
(530) 233-4416

PREPARED BY:
Mary James
mjames@lexipol.com
(469) 676-8110

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated polices
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Modoc County Sheriff's Office (CA) to address your unique challenges.

Scope of Services

Cordico Law Enforcement Wellness Solution

Law enforcement agencies are increasingly recognizing the need to provide personnel with mental and behavioral health resources. The Cordico law enforcement wellness solution enables agencies to provide customized, confidential, mobile wellness resources. Our law enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics - all designed specifically for first responders. The anonymity of all users is paramount and no personal information is ever collected or stored. Also included are online accredited wellness courses covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition.

- Connect your personnel to confidential assessments and counseling resources
- Strengthen your wellness culture and empower your peer support team
- Help officers cope with the effects of critical events and chronic exposure
- Improve officer decision-making, empathy and resiliency, which in turn enhances police/community relations
- Support department retirees and family members (included with agency subscription)

Peer & Chaplain Support

Peer support teams and chaplains provide invaluable assistance to public safety personnel—but personnel don't always know who these members are or how to contact them. Cordico's wellness app allows for the integration of your agency's peer support and/or chaplains, making it easy for members to quickly connect when they need support.

- Include profiles of your peer support team and chaplains in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Enable confidential, one-on-one conversations without the need to go through an agency or city intranet
- Increase usage of peer support and chaplain services

CrisisAlert® One-Touch Dialing

Cordico's CrisisAlert one-touch dialing feature allows personnel who need help to instantly dial all peer support or chaplains with one touch—anonymously. The peer support team member or chaplain who answers first is connected to the employee seeking assistance, and the other team members don't know who called. This creates an easier and more trusted way for personnel to access your peer support and chaplain resources. Your personnel don't have to determine who's on duty, who's available or how to reach them.

Therapist Finder

Individuals in crisis or suffering from depression or anxiety don't need additional roadblocks to getting help. But often, that's exactly what happens when public safety personnel try to access counseling services. Cordico's Therapist Finder simplifies and streamlines the process, making it easy for your personnel to locate therapists near them that are approved through the agency's insurance plan.

- Include profiles of therapists in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Connect personnel to therapists your agency has vetted as being experienced with treating public safety personnel
- Show therapist locations on an interactive map
- Enable personnel to instantly contact therapists for in-person visit or teletherapy via a confidential portal

Dr. Gilmartin Survival Videos

Cordico is the only app featuring content from Dr. Kevin Gilmartin, the world-recognized behavioral scientist and educator. Dr. Gilmartin's seminar book, *Emotional Survival for Law Enforcement*, is considered the definitive guide on emotional and mental wellbeing for officers. The Cordico law enforcement app includes exclusive videos from Dr. Gilmartin on topics ranging from hypervigilance to how law enforcement changes people to the characteristics of emotional survivors.

Fitness, Nutrition, and Injury Prevention

Recognizing that wellbeing is not just about mental and emotional health, Cordico's wellness apps include resources to support fitness, nutrition and injury prevention.

- Yoga videos offered through an exclusive partnership with Yoga For First Responders

- Nutrition guides and the Cordico 30-Day Weight Loss Challenge
- Guided meditations
- Sleep sounds
- Ability to add agency-specific fitness videos, workout of the day, training videos, etc.

Proposal

Prepared By: Mary James
Phone: (469) 676-8110
Email: mjames@lexipol.com

Quote #: Q-64629-1
Date: 7/6/2023
Valid Through: 9/29/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 4,999.00	USD 4,999.00
	Subscription Line Items Total		**USD 4,999.00**
			USD 4,999.00
		Annual Subscription TOTAL:	USD 4,999.00

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Modoc County Sheriff's Office (CA) 102 S Court St Alturas, California 96101
Attention:	Sheriff William "Tex" Dowdy
Sales Rep: Lexipol's Address:	Mary James 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Modoc County Sheriff's Office (CA)		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 4,999.00	USD 4,999.00
	Subscription Line Items Total		**USD 4,999.00**
			USD 4,999.00

Annual Subscription TOTAL: USD 4,999.00

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data**. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

PERMIT No.

COUNTY OF MODOC

STATE OF CALIFORNIA

DEPOSIT PERMIT

THE TREASURER OF MODOC COUNTY

Date February 28, 2023

Has Received of Modoc County Sheriff's Office

The Sum of Fifteen-Thousand and 00/100 ---------- Dollars $ 15,000.00

On Account of: 2022-2023 Officer Wellness and Mental Health Grant 2.13.23

CASH $

CHECKS $ 15,000.00

ACCOUNTING CLASSIFICATION

DR. CASH 10100 Cash - Unassigned			CR.		
ACCOUNT	AMOUNT		ACCOUNT	AMOUNT	
001 - General Fund	15,000	00	2110-54600 Revenue	15,000	00
TOTAL	15,000	00	TOTAL	15,000	00

By _____ Deputy

Modoc County Treasurer

By _____ Deputy

Modoc County Auditor

rev.20220701

DEPARTMENT'S COPY

pink

DETACH ON DOTTED LINE
KEEP THIS PORTION FOR YOUR RECORDS

63-63751

DATE: 02/13/2023
STATE & COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY SECOND FLOOR SUITE 200
SACRAMENTO CA 95833
FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT TBD

VENDOR NAME	VENDOR ID
COUNTY OF MODOC	0000004323

VOUCHER ID	INVOICE ID	PO ID
00018774	OWMH-2022-1	

AMOUNT PAID
15000.00

PAYMENT MESSAGE
2022-23 OFFICER WELLNESS AND MENTAL HEALTH GRANT

ADDITIONAL PAYMENT MESSAGE
PER AB 178_CH 45_STATS OF 2022_ITEM 5227-121-0001. EMAIL TO F
OLLOW RE: REPORTING REQUIREMENTS

A Cost-Effective Solution for Public Safety Wellness

Law enforcement officers, firefighters, dispatchers and other public safety personnel are tasked with handling the most high-risk, urgent and dangerous events in our communities. They respond routinely to incidents most people never experience firsthand—suicides, murders, accidents, natural disasters, violence committed against children, sexual offenses, violent individuals, noncompliant suspects, people in the throes of crisis. The job carries the constant potential for injury and risk to safety and security.

Public safety and local government leaders and elected officials have a great opportunity to support the wellness of the first responders we trust to provide the most urgent, critical and high-stakes service to the community. The key lies in delivering confidential, immediately accessible resources that are customized for the issues first responders face.

Fortunately, doing just that is not only possible, it's surprisingly cost-effective.

Public Safety Wellness Challenges

First responders pay a price for their dedication to their profession. They experience high rates of suicidal ideation, post-traumatic stress and depression; in nationwide surveys, firefighters and officers overwhelmingly report stress on the job has impacted their mental health.[1,2,3]

The effects are physical, too; 70% of firefighters are obese or overweight; 40% of police officers are obese and 80% are overweight.[4,5] Complications from shift work compound the issues: Nearly 40% of firefighters screen positive for sleep disorders,[6] while fatigue has been shown to affect police officer decision making and judgment.[7]

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[1]Ushery D, Manny D, Stulberger E. (11/20/18). Nearly 1 in 5 cops has considered suicide amid stigma around mental health issues. https://www.nbcnewyork.com/news/local/i-team-nearly-1-in-5-cops-has-considered-suicide-amid-stigma-around-mental-health-issues/1817436/

[2]Wagner E, Bott M, Villarreal M et al. (3/1/18) National data shows firefighters' mental, emotional health not getting enough attention. https://www.nbcbayarea.com/news/local/national-data-shows-firefighters-mental-emotional-health-not-getting-enough-attention/196910/

[3]Substance Abuse and Mental Health Services Administration. (May 2018) First Responders: Behavioral Health Concerns, Emergency Response, and Trauma. https://www.samhsa.gov/sites/default/files/dtac/supplementalresearchbulletin-firstresponders-may2018.pdf

[4]Wilkinson ML, Brown AL, Poston WS, et al. (2014) Physician Weight Recommendations for Overweight and Obese Firefighters, United States, 2011–2012. *Preventing Chronic Disease*. 11:140091. http://dx.doi.org/10.5888/pcd11.140091

[5]Can SH, Hendy H. (May 2014) Behavioral variables associated with obesity in police officers. *Industrial Health*. 52(3):240–247. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4209580

[6]Brigham and Women's Hospital. (11/13/14) Sleep disorders found to be highly prevalent in firefighters. *ScienceDaily*. https://www.sciencedaily.com/releases/2014/11/141113085220.htm

[7]James L. (9/21/17) The Stability of Implicit Racial Bias in Police Officers. *Police Quarterly*. 21(1)30–52. https://doi.org/10.1177/1098611117732974

CORDICO

While many municipalities and counties offer wellness services through an Employee Assistance Program, these are often inadequate for the unique stressors of a public safety career. First responders overwhelmingly report cultural stigmas that create a barrier to most seeking help for emotional and behavioral issues. And when they do seek help, 60% of officers and firefighters say the wellness resources provided to them through Employee Assistance Programs are not helpful.[1,2]

Hidden Costs of First Responder Mental Health Issues

Simply knowing that we are taking good care of our personnel—doing the right thing to support them—is motivation enough for most agency and local government leaders. But there also are strong qualitative reasons to proactively address first responder wellness.

In fact, there are five areas where your agency may be spending large sums of money related to first responder mental health without realizing it:

1. **Overtime costs** that rack up when personnel are out on sick leave or disability as a result of untreated mental health issues
2. **Worker's compensation** costs involving post-traumatic stress syndrome (many states now consider PTSD as presumptive for first responders)
3. **High healthcare costs** as a result of the physical impacts of stress, which can include cardiac issues, diabetes, obesity, substance abuse and sleep issues
4. **Costs associated with personnel complaints, lawsuits and settlements** that may be a result of poor decision-making by personnel suffering from lack of sleep, burnout or compassion fatigue
5. **Turnover costs**—including recruiting, training and equipping new personnel—when first responders choose to leave the agency due to chronic stress or feeling unsupported

As noted above, current support mechanisms for first responders are largely insufficient. Municipalities remain at significant financial risk if relying upon existing support resources.

The Wellness Solution for Public Safety: Cordico

Cordico's mobile wellness app provides a complete range of self-assessments as well as continuously updated videos and guides on more than 60 health and lifestyle management topics. This unique wellness solution meets three critical criteria necessary to overcome the stigma of asking for help and address the cumulative effects of chronic stress on first responders:

Confidential – First responders must have trust that they can access resources in a completely confidential manner that will not have an impact on their careers. Cordico's apps work through a generic link and generic password. There is no personal data tied to app (although we can provide aggregate data to help

CORDICO

leaders judge overall use or identify trends in resource usage).

Customized – Resources provided to first responders must reflect the realities of their jobs. Cordico's assessments, articles and videos are developed by first responder psychologists and are specifically tailored for public safety personnel. We also help agencies tailor their apps with agency-specific content or training and links to local resources.

Accessible – Public safety is a 24/7 business; first responders must be able to access resources quickly, easily and at any time of day. By delivering our content through an app, we provide one place for personnel to access all the wellness content the agency offers, available 24/7. Options include one-touch access to peer support and chaplains, teletherapy and a therapist finder.

The many benefits of implementing the Cordico app include:

- Demonstrating strong city/county support for the wellness of their first responders
- Providing in-hand, on-demand, easy access to a multitude of high-quality wellness tools and confidential resources specifically for public safety personnel
- Providing easier access to existing support mechanisms (e.g., peer support, therapists and local healthcare resources)
- Increasing utilization of a wide range of wellness support resources to promote a healthier workforce
- Improving recruitment, retention and morale and reducing absenteeism

Implementation of the Cordico apps has been associated with higher rates of utilization of support resources, the development of stronger wellness support options, and strong positive feedback regarding the program at all organizational levels.

Cordico Wellness App Investment

First responder wellness requires an investment, but the costs of the Cordico app are projected to be more than offset by savings in the form of improved employee wellness, lower employee stress, improved morale, decreased absenteeism and increased retention.

The annual subscription covers:

- App build, design, licensing, maintenance, technical support and ongoing updates (iPhone and Android)
- Unlimited use to all personnel employed by the agency
- Unlimited use at no cost to all spouses and significant others of personnel employed by the agency
- Unlimited use at no cost for all department retirees
- Implementation and support for promoting the app to agency personnel, including posters, QR codes for easy phone installation, and a customized PowerPoint presentation for shift briefings or roll call. These resources have resulted in a 90% app installation rate.

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At the Forefront of Wellness

"If you do one thing for your agency this year, get this app. It will show that employee wellness is a priority, you truly care, and you want to make the best tools and resources accessible to your officers 24/7."

Kimberly A. Miller, Ph.D.
Police Psychologist, Consultant, Coach & Trainer
National Sheriffs' Association Member & Seminar Presenter

"The Cordico team provided exceptional customer service and went out of their way to make the development process smooth and fast. The finished product far exceeded my expectations and those of my command staff. We need our emergency responders to be at their peak performance levels, and the Cordico wellness app gives them the tools and resources to do just that."

Captain Eric Dayley
MA District Commander
Idaho State Police District Five

"I was looking for a way to inform our officers about the numerous resources that are available to support their emotional health and well-being. I also wanted to provide them with a roadmap to those resources. The Cordico wellness app is a confidential tool that hosts all of their wellness resources in one location, which allows our officers to have 24/7 access in the palm of their hands."

Lynnette Hall-Lewis, Esq., CWPC
Health Engagement Manager
City of Memphis

"With the Cordico app and the program we have in place, if something ever comes up for any of our members—even in retirement—they'll have immediate access to resources and somewhere to turn."

Fire Chief Brian Fennessy
Orange County (CA) Fire Authority

Ready to put *your* agency at the forefront of wellness? Request a demo today.

cordico.com/quote

sales@cordico.com

844-220-4929

IN WITNESS WHEREOF, the parties have executed and approved the purchase of the Cordico Wellness App, by the Modoc County Sheriff's Office.

Kathie Rhoads Chair of the Board	Date

APPROVED AS TO FORM:

Margaret Long, County Counsel	Date

ATTEST:

Tiffany Martinez, Clerk of the Board	Date

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Tex Dowdy, Sheriff's Office**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign a purchase agreement with DataWorks Plus, for the purchase of a QR Code Interface, not to exceed $2,785.00.

DISCUSSION:
The hardware will be utilized in conjunction with the Permitium software and livesacn equipment for seamless completion for initial CCW's and application livescans for customers of the Modoc County Sheriff's Office. Public would be able to fill in all required information for a livescan from their residence on a computer. Once printed all information typed on the form would be digitized to a barcode. The prospective employer would be able to scan each barcode and have all information populated on the livescan software from DataWorks Plus, thus, expediting the process for the public and providing positive customer service overall. The funding to support this purchase will come out of 205-DOJ LiveScan.

Budget Affected: No

Financial Impact:
07/12/22 4743 · DOJ-Lifescan - Sheriff $2,071.42

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/13/2023

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number:5.d

DataWorks Plus
A Leader In Law Enforcement Technology

July 14, 2023

Dylan Prewitt
Modoc County Sheriff's Office
Dispatcher 3
102 S Court ST.
Alturas, CA 96101

RE: QR Code Interface

Dear Dylan,

I would like to thank you for your interest in the DataWorks Plus family of imaging products for law enforcement and correctional agencies. We are pleased to provide your agency with the following quotation import interface services from a QR code.

If you have any questions regarding this quote, please do not hesitate to call.

Sincerely,

Todd Pastorini
Executive Vice President & General Manager
925-240-9010
tpastorini@dataworksplus.com

DataWorks Plus

A Leader In Law Enforcement Technology

LiveScan Plus
Import Services

DataWorks Plus will add a Symbol DS98xx 2d Barcode Scanner to the ID card printing station and customize an interface to import demographic data from a QR code printed by Permitium

Hardware and Services	**$2,785.00**

Quoted pricing includes the following services:

- Shipping, integration & Remote installation.
- Delivery approximately 45 days after receipt of order.

DataWorks Plus appreciates the opportunity to present this proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies. This quote is subject to the following conditions:

1. 50% payment due with Purchase Order
2. 50% payment due at delivery.

728 North Pleasantburg Drive, Greenville, SC 29607 / Tel (864) 672-2780 / Fax (864) 672-2787

IN WITNESS WHEREOF, the parties have executed the approved purchase agreement between the County of Modoc and DataWorks Plus, LLC for a QR Code Interface on the date and year set forth below:

_____ _____

Kathie Rhoads
Chair of the Board

Date

APPROVED AS TO FORM:

_____ _____

Margaret Long, County Counsel

Date

ATTEST:

_____ _____

Tiffany Martinez, Clerk of the Board

Date

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Tex Dowdy, Sheriff's Office**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign an annual maintenance agreement with DataWorks Plus, not to exceed $4,566.34, effective August 1, 2023 through July 31, 2024.

This maintenance agreement is for the Sheriff's Office's booking LiveScan device and application LiveScan device. The funding to support this purchase will come out of 205-DOJ LiveScan.

Budget Affected: No

Financial Impact:
07/12/22 4743 · DOJ-Lifescan - Sheriff $2,071.42

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/13/2023

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number: 5.e

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607

866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

AGENCY: **Modoc County Sheriff's Office**
102 South Court Street
Alturas, CA 96101

TERM EFFECTIVE: **Start: 8/1/2023** **End: 7/31/2024**

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: $4,566.34)

- 24X7 Telephone Support: 2 Hour Response
- Remote Dial-in Analysis
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Shipping for Covered Defective HARDWARE (listed below) with Remote Installation Assistance
- Free yearly account call review upon request

DWP Job Number 15-00321, PO# LS-04102015:

Software:

One (1) LiveScan Plus™ Client Edition
One (1) Digital PhotoManager™ Capture Software

DWP Job Number 20-01096:

One (1) Dell Precision 3431 Workstation
- Machine Name/Service Tag: DWCAMOD801/8DLGD53
- 1 x 2TB Hard Drive
- 1 x 8GB RAM
- 1 x 1TB SSD Drive
- 2 x NIC

One (1) ViewSonic 24" Monitor
- Serial Number: V1X202442499

One (1) Symbol LS2208 Scanner
- Serial Number: Z359N5

One (1) UPS
One (1) Canon SL2 Camera
- Serial Number: 132071008183

One (1) LSCAN 500P Scanner
- Serial Number: 006050474.C2020

One (1) Panner

DWP Job Number 21-01668:

Hardware:

One (1) Dell Precision 3450 Workstation
- Machine Name/Service Tag: DWCAMOD802 /3DYSQJ3
- 1 x 2Tb HD Backup
- 1 x 1TB SSD

One (1) 24" Monitor
One (1) UPS 600
One (1) Kojak Scanner
- Serial Number: 00700210

Software:

One (1) Livescan Plus™ Client Edition (includes applicant TOT)

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607

866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

1.1 The ***Agency*** can contact Technical Support using either of the following options:

- Toll-free telephone support **(866-632-2780, dial "3" for Customer Support)**
- Email: ***support@dataworksplus.com***

1.2 The ***Agency*** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the ***Agency*** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The ***Agency*** can request the ticket number for their tracking purposes.

2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.

- DATAWORKS PLUS will contact the ***Agency*** upon closure of the ticket.
- DATAWORKS PLUS will, at no additional expense to the ***Agency***, correct any failures of the covered SOFTWARE to meet its specifications.
- NOTE: If ***Agency*** will not provide DATAWORKS PLUS with remote dial-in access for support issues and DATAWORKS PLUS is required to go to ***Agency*** site(s) to determine the problem and resolution, resolution time will be delayed and ***Agency*** will be financially responsible for DATAWORKS PLUS travel time and out-of-pocket expenses.

2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the ***Agency***.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

3.1 DATAWORKS PLUS will, at no additional expense to the ***Agency***, provide all enhancements, additions and updates to the SOFTWARE. The ***Agency*** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.

- ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the ***Agency's*** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

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728 N. Pleasantburg Drive
Greenville, SC 29607

866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

4. AGENCY'S RESPONSIBILITIES:

4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The ***Agency*** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the ***Agency*** requires assistance, DATAWORKS PLUS will assist the ***Agency*** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

4.2 However, the ***Agency*** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the ***Agency***.

4.3 The ***Agency*** is responsible for providing a backup solution and ensuring that backups are being conducted. The ***Agency*** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your *Agency*)

5.1 DATAWORKS PLUS will, at no additional expense to the ***Agency***, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the ***Agency***.

5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.

5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.

5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.

5.5 DATAWORKS PLUS will, at no additional expense to the ***Agency***, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a

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similar service. Replacement units will be loaned to the ***Agency*** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.

5.7 DATAWORKS PLUS will, at no additional expense to the ***Agency***, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.

- For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the ***Agency***. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the ***Agency.*** No loaner equipment will be provided during this time.

6. CONNECTIVITY:

6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The ***Agency*** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the ***Agency***. Quotes for training can be obtained by contacting ***Agency's*** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:

- Migration of applications and/or databases to new hardware
- Migration of DataWorks Plus applications to agency-provided hardware
- Physical relocation of hardware
- Interface modifications needed due to changes made outside of DataWorks Plus applications.

The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

9.1 The ***Agency*** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the

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maintenance/support costs listed on this contract will be refunded to the ***Agency*** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the ***Agency*** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

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***See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.*

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

Federal ID: 57-1104887

Name: Jessica Mensing

Jessica Mensing

Signature: _____

Date: June 14, 2023

Agency: _____

Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____

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DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

☐ Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is $2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

_____	x	$2,500.00	=	_____
# Attendees	x	$2,500.00	=	Total

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

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ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780** for pricing and scheduling;
2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
4. Provide access to system backups and logs.
5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
    - Previous machine name and IP
    - New machine name and IP

- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of $180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

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ADDENDUM B – DECLINE OF MAINTENANCE

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE. Be advised that significant downtime could result if hardware repairs are warranted.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers. Be advised that some SOFTWARE upgrades may be required to remain in compliance with state certifications. Non-maintenance customers can purchase SOFTWARE upgrades at the prevailing rate.

IN WITNESS WHEREOF, the parties have executed the approved renewal Maintenance Agreement between the County of Modoc and DataWorks Plus, LLC for livescan equipment within the sheriff's office on the date and year set forth below:

_____ _____

Kathie Rhoads
Chair of the Board

Date

APPROVED AS TO FORM:

_____ _____

Margaret Long, County Counsel

Date

ATTEST:

_____ _____

Tiffany Martinez, Clerk of the Board

Date

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Chester Robertson, Public Works**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to authorize solid waste cleanup days August 11-14, 2023 for the Likely Community to conduct debris removal, not to exceed $10,000.00.

DISCUSSION:
In conjunction with Likely Fire Department, various volunteer community members, Modoc County Sheriff Office, Modoc County Public Works, and it is proposed to provide two (2) roll off dumpsters for debris removal, one (1) roll off for tires, one (1) trailer for electronic-waste to be located at the Likely Fire Hall for community cleanup. The county staff and volunteers will also work with enforcement agencies on abatement of vehicles and abandoned trailers within the community.

Budget Affected: Yes

Financial Impact:
Estimated financial impact of these free dump days is $10,000

Clerk's Instructions:
Certified Copies Needed: No
Minutes Orders Needed: 1

Date Submitted: 7/19/2023

Phone Number: 530-233-7660 Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number:6.a

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Chester Robertson**, **Administrative Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval of a Resolution amending the pay schedule, outline of benefits and supplemental pay for non-represented Appointed/At-Will employees by the County of Modoc, effective August 1, 2023.

DISCUSSION:

OTHER AGENCY INVOLVEMENT

Budget Affected: Yes

Clerk's Instructions:
Certified Copies Needed: 1
Minutes Orders Needed: 1

Date Submitted: 7/19/2023

Phone Number: 530-233-7660 Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number:7.a

RESOLUTION #

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC
AMENDING THE PAY SCHEDULE, OUTLINE OF BENEFITS, AND SUPPLEMENTAL PAY
OF THE NON-REPRESENTED APPOINTED/AT-WILL EMPLOYEES**

WHEREAS, Section 2.56.090 of the Modoc County Code authorizes, except as otherwise provided by State Law, the compensation of officers and employees of the County of Modoc to be established by resolution of the Board of Supervisors; and

WHEREAS, the current level of inflation and increase of competitiveness within the job market has made it difficult for the county to recruit and retain employees; and

WHEREAS, the Board of Supervisors wishes to address increases in the costs to employees for health benefits by increasing the county cap, and

WHEREAS, the Board of Supervisors wishes to address the impacts of inflation with a 12% COLA to base wages; and

WHEREAS, the Board of Supervisors wishes to determine a competitive, and equitable base pay schedule to ensure qualified candidates apply for equitable jobs available and provide for retention of existing staff; and

WHEREAS, CalPERS has instituted a change in employee share for CalPERS retirement contributions for certain specified employees to take effective July 1, 2023, and

WHEREAS, the County invited un-represented employees to a meet and confer meeting, held on June 8, 2023, with an overview of proposed changes; provided an opportunity for employee input; and said comments were taken into consideration prior to posting of this resolution and listed attachments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Modoc as follows:

1. Approves and adopts the Outline of Benefits and Supplemental Pay for Exempt Appointed/At-Will, which is Attachment A to this Resolution, as the guiding document for Appointed/At-Will employees.

2. The Pay Schedule for Appointed/At-Will employees shall be as detailed in “Attachment B” of

the Outline of Benefits and Supplemental Pay for Appointed/At-Will Employees.

3. All Appointed/At-Will employees of Modoc County shall receive the same Health Insurance County cap as detailed in the Outline of Benefits and Supplemental Pays for Appointed/At-Will Employees.

4. The effective date for attached pay schedule, supplemental pay, and health insurance and outline of benefits shall be effective August 1, 2023.

PASSED AND ADOPTED by the Board of Supervisors of the County of Modoc, State of California, on the 25th day of July, 2023 by the following vote:

Motion :

BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC

_____
Kathie Rhoads, Chair
Modoc County Board of Supervisors

ATTEST:

_____
Tiffany Martinez
Clerk of the Board

LIVE

THRIVE

WORK

MODOC COUNTY

OUTLINE OF BENEFITS AND SUPPLEMENTAL PAY FOR APPOINTED AT-WILL EMPLOYEES

Attachment A to Resolution# 2023-XX
Effective August 1, 2023 until amended by the Board of Supervisors

DRAFT

Table of Contents

Outline of Benefits and Supplemental Pay for Appointed/At-Will Employees (Department Head)

The following is an outline of the comprehensive benefits and supplemental pay(s) provided by the County of Modoc, which shall hereinafter be referred to as "the County", to Appointed/At-Will Employees (Department Head). The County believes the comprehensive benefits and supplemental pay(s) outlined below play a crucial role in supporting our employee's well-being and financial security. The County recommends each employee should review the information below for a detailed understanding of the benefits and supplemental pay(s) available to Appointed/At-Will Employees (Department Head).

1. Health Insurance

The County offers a comprehensive health insurance plan that covers a portion of the medical, dental, vision care, and life. Appointed/At-Will Employees (Department Heads) have the option to select from various plans to suit their individual needs. The County provides a significant portion of the premium costs to make health insurance more affordable for employees.

Employees that are considered Appointed/At-Will (Department Head) employees shall be covered by the Public Agency Coalition Enterprise (PACE), Joint Powers Authority for insurance plans coverage. The County's contribution toward 2023 health care insurance premiums shall increase in an amount equal to the cost increases projected for 2023 premium increases, as outlined in the breakdown below. This increase in the County's contribution is limited to the 2023 annual premium period, and shall return to the former county contribution rates beginning in Calendar Year 2024, as follows:

1. Employee Only Coverage - $550
2. Employee + 1 dependent coverage - $1,050
3. Employee + 2 or more dependents coverage - $1,400

The breakdown of employer contributions toward the County insurance plans is as follows:

Health PACE Anthem Blue Cross	**County Portion**
PACE Anthem PPO 250	
a. Employee Only:	$ 590.81
b. Employee Plus One Dependent:	$ 1,131.62
c. Employee Plus Two or More Dependents:	$ 1,506.10
PACE Anthem PPO 750	
a. Employee Only	$ 585.68
b. Employee Plus One Dependent	$ 1,121.35
c. Employee Plus Two or More Dependents	$ 1,492.76

PACE Anthem EPO 30

a. Employee Only	$ 588.73
b. Employee Plus One Dependent	$ 1,127.46
c. Employee Plus Two or More Dependents	$ 1,500.70

PACE Anthem HDHP 3000 (High Deductible Health Plan)

a. Employee Only	$ 581.60
b. Employee Plus One Dependent	$ 1,113.20
c. Employee Plus Two or More Dependents	$ 1,482.16

Insurance Waiver
For Appointed/At-Will (Department Head) who provide proof of other health insurance coverage the County currently provides a $350 monthly amount.

The County shall contribute no more than $85.00 monthly toward dental, vision, and life coverage to eligible participants under the current program.

Dental (Beam) and Vision (VSP)
The County pays Dental Premiums on behalf of the employee and family.

Life Insurance (Humana)
The County pays Life Insurance Premium with coverage of $25,000 on behalf of the employee.

2. Retirement Plan

CalPERS Contribution
Under Public Employee Retirement Law (PERL), Appointed/At-Will Employees (Department Heads) shall pay their employee portion of the CalPERS retirement contribution amount. This is currently set at the equivalent of 7% of the employee's gross wages, pre-taxed, for a CalPERS Classic employee or at 6.75% of gross wages, pre-taxed, for a CalPERS Pension Reform Act of 2013 (PEPRA) employee.

As of Fiscal Year 2023-2024 the PEPRA Member Rate will increase to 7.75%.

The CalPERS formula for the County of Modoc is 2% @ 55 for those considered through CalPERS as Classic employees. For any employee subject to the Pension Reform of 2013 (PEPRA employees), the CalPERS formula is 2% @ 62.

Laborers' International Union of North America (LIUNA) Pension
Appointed/At-Will (Department Head) hired after December 31, 2012, shall not be eligible for LIUNA Pension. For eligible employees, the County shall contribute to the LIUNA Plan paid by the employer for the duration of this agreement or the length of the current LIUNA Rehabilitation Plan, whichever comes first.

3. Paid Time Off

As a general guideline, the Appointed/At-Will employees paid time off accrual schedule will be set as follows:

Vacation Leave:

a. Ten (10) days' vacation for employees who have been in the service of the employer one (1) through three (3) years. Accrual begins on the initial date of employment.

b. Fifteen (15) days' vacation for employees who have been in service of the employer for four (4) through eleven (11) years.

c. Twenty (20) days' vacation for employees who have been in the service of the employer twelve (12) through nineteen (19) years.

d. Twenty-five (25) days' vacation for employees who have been in the service of the employer for over nineteen (19) years.

e. Thirty (30) days' vacation for employees who have been in the service of the employer for over twenty-five (25) years.

At the discretion of the County Administrative Officer (CAO), the CAO may grant executive leave for Appointed/At-Will employees. The CAO may not grant more than ten (10) executive leave days within one (1) calendar year. The executive leave days must be taken within the calendar year they are granted.

At the discretion of the Chair of the Board, the Chair of the Board may grant executive leave for the CAO. The Chair of the Board may not grant more than ten (10) executive leave days within one (1) calendar year for the CAO. The executive leave days must be taken within the calendar year they are granted.

Vacation Accumulation Cap
Appointed/At-Will Employees (Department Head) must take their vacation leave within twenty-four (24) months of the time and accrual or right thereto shall be lost.

Retirement through CalPERS and use of vacation balance
Persons retiring under the provisions of the Public Employees' Retirement System (CalPERS) may remain on the payroll, on vacation status, until such accumulated vacation time for which they are eligible has been exhausted; provided however that no person may remain on the payroll beyond their maximum retirement age or appointed term.

Sick Time Off

Appointed/At-Will Employees (Department Head) accrue fifteen (15) days of sick time per year. On the day following completion of the equivalent of six (6) months of continuous service, each Appointed/At-Will Employee (Department Head) shall be allowed seven and one-half (7 ½) days of credit for sick leave with pay. Sick leave may be accumulated indefinitely.

Retirement through CalPERS and Sick Leave Payout
Per the CalPERS definition of a terminating employee, terminating employees who are eligible for retirement pay under the Public Employees' Retirement System shall be entitled to a lump-sum payment equal to the salary equivalent of one-half (1/2) of their then accumulated sick leave.

Example:

An employee that works 162.50 hours per month is eligible for a payout of sick leave of up to 375 hours.

An employee that works 173.33 hours per month is eligible for a payout of sick leave of up to 400 hours.

Retiring employees may opt to utilize that portion of their accumulated sick leave, in all or part, for which the employee receives no compensation, following the provisions of Government Code §20965 as retirement credit.

Bereavement Leave
Appointed/At-Will Employees (Department Head) shall be provided up to five (5) days of bereavement leave per episode of the death of a family member. Family member means those individuals identified under California Government Code §12945.7 and may be more fully defined under Government Code §12945.2.

Paid Holidays – Fourteen (14) paid holidays per calendar year. Holidays are as follows:

1. January 1st, known as "New Year's Day"
2. The third Monday in January is known as "Dr. Martin Luther King, Jr. Day"
3. February 12th, known as "Lincoln's Birthday"
4. The third Monday in February is known as "Presidents Day"
5. The last Monday in May is known as "Memorial Day"
6. July 4th, known as "Independence Day"
7. The first Monday in September is known as "Labor Day"
8. The second Monday in October is known as "Columbus Day"
9. November 11th, known as "Veterans Day"
10. The Thursday in November is known as "Thanksgiving Day"
11. The day after "Thanksgiving Day"
12. The day before Christmas
13. December 25th, known as "Christmas Day"
14. December 31st, known as "New Year's Eve"

Whenever any legal holiday falls on a Sunday, the first business day thereafter shall be a paid holiday. Whenever any legal holiday falls on a Saturday, the immediately preceding Friday shall be a paid holiday. The only exception is for all holidays to fall within the same calendar year. The Office of Administration/Human Resources shall issue in November of each year a schedule of holidays according to the provisions of this section.

Holiday pay calculation shall be on a shift basis.

Floating Holidays

Appointed/At-Will (Department Head) employees, *except for employees hired after January 1, 2014*, shall be permitted to take two (2) floating holidays at a time mutually convenient to the employee and department head, said holiday to be requested at least two (2) weeks in advance.

Appointed/At-Will (Department Head) employees either *newly hired or re-hired after January 1, 2014*, shall be permitted to take one (1) floating holiday and two (2) additional hours annually at a time mutually convenient to the employee and the department head, said holiday to be requested at least two (2) weeks in advance.

Floating holidays shall not carry over from the previous calendar year. Floating holidays shall not be made retroactive.

4. Salary

The anniversary date is defined as follows:

A. Appointment – Every Appointed/At-Will employee who begins their employment in a permanent position on any date from the first (1st) through the fifteenth (15th) of a month shall have an anniversary date on the first (1st) of that month. Every regular employee who begins their employment on a date from the sixteenth (16th) through the end of a month shall have an anniversary date on the first (1st) of the following month. If an employee begins their employment on the first (1st) working day of the month, it shall be considered for this section that such employment began on the first (1st) calendar day of the month.

B. Reclassification – If an Appointed/At-Will (Department Head) employee is reclassified to a class having the same salary range, they shall retain their anniversary date. If an Appointed/At-Will (Department Head) employee is reclassified to a class having a higher salary range, they shall receive a new anniversary date, that date being the date of their permanent reclassification appointment. If an Appointed/At-Will (Department Head) employee's position is reclassified to a lower salary range, they shall retain their anniversary date.

C. Salaries – Return following leave without pay – Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits shall be based on actual service.

D. Salaries – Additional Merit Pay – Appointed/At-Will (Department Head) employees shall follow the Department Head Evaluation Policy and Procedure which is made a part of this policy as Attachment B.

5. Supplemental Pay:

On-Call Compensation

A. On-Call Assignment Policy

On-call duty may be assigned by a Department Head. On-call is defined to mean "a period in addition to the normal work schedule in which an employee is required by their Department Head to remain available for an immediate call." On-call duty requires the employee so assigned: (1) to be ready to return immediately to calls for their service; (2) to be reached by telephone, pager, or the radio; (3) to remain within a specified distance from their normal work station; and (4) to refrain from activities which might impair their ability to perform their assigned duties. In addition to the above, departments may establish written guidelines regarding On-call protocols.

B. On-Call Compensation

Any employee required by their Department Head to remain available for immediate call shall receive $3.00 per hour for each hour On-call. Employees shall not be paid On-call pay when called back to work from on-call status but shall receive the appropriate hourly rate for their job classification.

Bilingual Pay

The parties agree that any Appointed/At-Will (Department Head) employee who regularly uses a second language in the performance of their assigned duties shall receive a five percent (5%) increase in their pay rate for the duration of such assignment.

6. State Disability Insurance

Coordination of Benefits – Appointed/At-Will (Department Head) employees receiving SDI may elect to supplement their SDI payment with an amount of paid sick leave (if available) converted into hours that will in combination not exceed their regular salary for the pay period only. Appointed/At-Will Employees (Department Head) shall be charged only for the use of accrued leave time that in combination with SDI equals up to 100% of their regular rate of pay. Any additional hours that may have been depleted during the coordination process shall be restored to the employee's leave balances.

7. Employee Assistance Program (EAP)

The County provides access to an EAP that offers confidential counseling and support services for personal and work-related issues. This resource is designed to assist you in maintaining a healthy work-life balance. For a listing of the approved facilities, a brochure can be obtained through the Office of Administration/Human Resources.

8. At-Will Employment

At-will employment is a fundamental aspect of the County's employment policy. It means that your employment with the County is voluntary and can be terminated by either you or

the County at any time, for any lawful reason, without prior notice. This overview is designed to provide flexibility for both the employee and the employer.

Key points to understand about at-will employment:

1. **Employment Relationship:** Your employment with the County is on an at-will basis, which means it is not for a specific term or duration. You have the freedom to resign from your position at any time and the County retains the right to terminate your employment at any time.

2. **Termination:** As an at-will employee, the County can terminate your employment for various reasons, including but not limited to poor performance, violation of county policies or procedures, changes in county needs, or economic factors. Similarly, you have the right to end your employment without providing a reason or prior notice.

3. **Exceptions:** While the default employment relationship is at-will, there may be exceptions to this policy. For example, if you have a written employment contract that specifies conditions under which termination can occur, the terms of an approved contract supersede the at-will contract. Additionally, certain state or federal laws may provide specific protections or limitations on at-will employment.

4. **Discrimination and Retaliation:** The County is committed to maintaining a fair and inclusive work environment. We prohibit any form of discrimination or harassment based on protected characteristics, such as race, color, national origin, religion, gender, age, disability, or any other protected status. Likewise, retaliation against employees who engage in protected activities, such as reporting discrimination or participating in an investigation, is strictly prohibited.

9. Review and Contact Information

It is important to note that this outline serves as a general overview, and specific details regarding eligibility, coverage, and enrollment procedures can be found in the official benefits and supplemental pay documentation provided to you. The County encourages you to review these materials carefully and consult with the Human Resources department if you have any questions or require further information.

The County thanks our employees and is committed to fostering a positive work environment that values and supports our employees. The County believes these benefits and supplemental pay demonstrate our dedication to our employees' well-being and professional growth.

Thank you for your contributions to the County of Modoc to make Modoc County a collaborative community where people, families, government, and businesses live, work, and thrive.

The County looks forward to your continued success as a valued member of our team. If you have any queries or require assistance, please do not hesitate to contact the Human Resources department at (530) 233-7660.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board of Supervisors has approved the Outline of Benefits and Supplemental Pays for Appointed/At-Will Employees on the date and year set forth below:

_____ _____

Kathie Rhoads
Chair of the Board

Date

_____ _____

Chester Robertson
County Administrative Officer

Date

_____ _____

Pam Randall
Human Resource Director

Date

APPROVED AS TO FORM:

_____

Margaret E. Long
County Counsel

ATTEST:

_____

Tiffany Martinez
Clerk of the Board

MODOC COUNTY
PERSONNEL POLICY

Approved by Modoc County Board of Supervisors on:
October 22, 2013

SUBJECT:	DEPARTMENT HEAD EVALUATION POLICY

The purpose of this policy is to establish a process for conducting performance evaluations on top management appointed Department Heads and Division Heads of the various non-elected departments of the county.

This policy intends to provide the Board of Supervisors with an effective procedure to supervise the official conduct of all county officers and evaluate their performance.

1. PURPOSE OF POLICY:
   a. To open channels of communication between the Board of Supervisors and each department head regarding the Board's expectations and performance priorities.
   b. To provide the Board of Supervisors with a basis for evaluating the satisfaction of these expectations and performance priorities.
   c. To allow the Board of Supervisors and department heads to plan, organize, and prioritize goals for the following review period.
   d. To assist in the consideration of department head compensation.

2. EVALUATION PROCEDURE:
   a. The department head shall complete a comprehensive self-evaluation form. This form shall require the department head to reflect on past performance as well as set priorities for the upcoming evaluation period.
   b. The County Administrative Officer (CAO) shall evaluate the on-the-job performance of the department head and prepare a written record of the evaluation. The CAO, at its discretion, may consult with other department heads or employees before rendering the evaluation.
   c. The CAO shall discuss the draft evaluation with the department head and consider the department head's self-evaluation.
   d. The CAO shall present both their draft evaluation as well as the department head's self-evaluation to the Board of Supervisors in a closed session.
   e. The Board of Supervisors shall consider both the draft evaluation and the self-evaluation and direct the CAO to complete a final performance evaluation. The final evaluation should establish goals and priorities for the department head to implement during the next review period.

f. The Board of Supervisors shall meet with the department head in a closed session to discuss the results of the final evaluation as well as future goals and priorities.
g. Department head evaluations shall be completed annually on or about their date of hire.

{ML/00027651.}

DRAFT

COUNTY OF MODOC
APPOINTED/AT-WILL EMPLOYEES

EFFECTIVE: AUGUST 1, 2023

Position	Range	Current Monthly Schedule	Current Annual Schedule
Agricultural Commissioner/Sealer of Weights&Measures/Air Pollution Control Officer/Migrant Center Program Manager	**Appointed	9,427	113,120
Chief Probation Officer	**Appointed	9,031	108,367
County Administrative Officer	**Appointed	14,887	178,640
Director of Children and Families	**Appointed	6,018	72,213
Director of Health Services	**Appointed	11,704	140,448
Director of Natural Resource	**Appointed	6,018	72,213
Director of Social Services	**Appointed	9,587	115,046
Library Director	**Appointed	6,018	72,213
Planning Director	**Appointed	7,158	85,894
Road Commissioner	**Appointed	10,389	124,670
Watermaster	**Appointed	6,018	72,218

Outline of Benefits and Supplemental Pay for Appointed/At-Will Employees
Attachment B - Pay Schedule for Appointed/At-Will Employees

MODOC COUNTY PERSONNEL POLICY

Approved by Modoc County Board of Supervisors

SUBJECT:	**MODOC COUNTY DRESS CODE POLICY**
INITIAL DATE PREPARED:	June 1, 2017
LAST DATE REVISED:	

General Rule: It is not the intent of the County that personal expression be absent from the workplace. However, this policy is intended to guide employees and department managers in maintaining a professional and safe work environment for employees and citizens. Therefore, County employees are required to wear clothing suitable to their occupations, as may be determined by their respective Department Heads. Employees shall furnish and maintain in a suitable and appropriate condition such clothing and associated articles at their own expense except as otherwise expressly provided by the Board of Supervisors. Employees should maintain a neat and professional appearance in the performance of their duties.

Guidelines: County departments provide a wide variety of programs and services and the professional image of our workforce is critical to fostering public confidence and providing "effective and caring service." Therefore, these guidelines on professional appearance are intended to do the following:

- Foster respect and earn the confidence of our customers, the public, vendors, and fellow employees;
- Promote a positive work environment and limit distractions;
- Ensure safety and security while working.

The County of Modoc respects the diversity of its residents and its workforce. This policy provides guidelines on dress and appearance appropriate to the nature of the work environment, nature of work performed, involvement with the service provided to the public, and/or other circumstances or business needs as defined by the Department Head.

Employees are expected to abide by the following standards:

- Subject to an Employee's work assignment, Employees shall appear for duty in neat, clean, professional, and safe attire.

- Employees must dress in a manner that will not hinder their ability to effectively and safely complete their work assignments, including consideration of the communities served, customer expectations, business needs or standards of the department, and the employee's safety.

- Employees are expected to practice personal hygiene that does not interfere with the public and/or co-workers in their work environment.

- Employees should be mindful of, and dress appropriately for, special events, meetings, and appointments with customers.

- Official photo identification badges and uniforms (where applicable) should be worn in the performance of county businesses and all county facilities to identify employees as legitimate county representatives.

- Employees shall abide by specific dress requirements intended to ensure job-related safety such as when operating equipment or machinery, working with potentially dangerous chemicals, or for public health considerations.

Except as noted or approved by the Department Head, employees **may not** wear the following items:

- T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words;
- Pants below the waistline or low-rise pants showing undergarments;
- Low front tops, halter tops, bare midriffs;
- Beach-styled flip-flop sandals;
- Athletic wear, e.g. gym or sweat pants, sweatshirts, leggings, jogging outfits, shorts, spandex, worn during work hours;
  Exception – Athletic wear may be worn during break time for walking, running, etc.
- Torn, frayed, or ripped clothing;
- Excessively tight-fitting or oversized (baggy) garments;
- Body piercing jewelry will be evaluated by the Department Head on a case-by-case basis. However, there shall be no excessive piercings or excessively large jewelry which could pose a safety issue for the wearer.
- Sexually or culturally offensive tattoos must be reasonably covered *(except for cultural or religious purposes).*

Exceptions to this policy may be made by the Department Head in circumstances such as county or department-sponsored events, special occasions, seasonal weather changes, and business-casual days, but may also be made based on requests for reasonable accommodation (e.g. religious, cultural, disability, etc.)

Dress Policy Enforcement: This policy is intended to provide guidelines on dress and appearance and is not meant to address all situations. Therefore, depending on the nature of the work environment, the nature of work performed, involvement with the public, or other circumstances, there may be some differences in dress guidelines. Consistent with this policy, exceptions can be made at the department level by the Department Head with approval from Administration/HR due to the nature of the work, special events, and business casual days. Employees who report to work and are not in compliance with this policy may be sent home to change and return to work, unless some other remedy can be arranged, such as an employee putting on a jacket.

Any questions regarding this dress policy within the department should be directed to the Office of Administration/HR.

Modoc County Dress Code Policy

_____

Chair, Modoc County Board of Supervisors

APPROVED AS TO FORM:

_____

County Counsel

ATTEST:

_____

Clerk to the Board
County of Modoc

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Kathie Rhoads, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to appoint Heather Kelly to the position of Agriculture Commissioner, Sealer of Weights and Measures, Air Pollution Control Officer at $9,427.00 monthly, for a four-year term, pursuant to Food and Agriculture Code Section 2121, effective August 14, 2023.

The Agricultural Commissioner/Sealer of Weights and Measures/Air Pollution Control Officer position is an appointed position requiring Board of Supervisors approval. Interviews have been conducted and the candidate meets the qualifications as required by the California Department of Food and Agriculture for appointment as Agricultural Commissioner and also the CA Division of Weights and Measures for Sealer. Mrs. Kelly has extensive work experience including over seven years working within County Agricultural Commissioners' offices.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: No
Minutes Orders Needed: 1

Date Submitted: 7/5/2023

Phone Number: Email: KathieRhoads@co.modoc.ca.us

Agenda Item Number:8.a

MODOC COUNTY

INVITES YOUR INTEREST IN THE POSITION OF:

AGRICULTURAL COMMISSIONER/AIR POLLUTION CONTROL/WEIGHTS AND MEASURES

MISSION STATEMENT

THE MISSION STATEMENT OF THE MODOC COUNTY AGRICULTURAL DEPARTMENT IS TO PROTECT AND PROMOTE AGRICULTURE AND TO ENSURE EQUITY IN THE MARKETPLACE

IN ADDITION TO THE BROAD MISSION STATEMENT THE DUTIES OF THE MODOC COUNTY AGRICULTURAL COMMISSIONER /AIR POLLUTION/WEIGHTS AND MEASURES HAVE BEEN DIVIDED INTO THE FOLLOWING FUNCTIONS:

- PESTICIDE USE ENFORCEMENT
- PEST ERADICATION
- PEST DETECTION
- PEST EXCLUSION
- PEST MANAGEMENT
- CROP STATISTICS
- FRUIT AND VEGETABLE QUALITY CONTROL
- NURSERY INSPECTION
- SEED INSPECTION
- EGG QUALITY CONTROL
- APIARY INSPECTION
- WEIGHTS AND MEASURES
- WEIGHING DEVICES
- QUANTITY CONTROL OF PACKAGED COMMODITIES
- WEIGHMASTER AND PETROLEUM PRODUCTS

OTHER PROGRAMS SUCH AS:

- WEED CONTROL
- PREDATORY ANIMAL CONTROL
- PEST ABATEMENT DISTRICTS
- AIR POLLUTION CONTROL DISTRICT

THE POSITION

The Agricultural Commissioner/Air Pollution/Weights and Measures, under state law, is responsible for the local enforcement of provisions of the California Agricultural Code and the California Code of Regulations which pertain to the Agriculture industry, related industries, and the consumer. Agricultural Commissioners are under the general direction of the California Director of Food and Agriculture and the Director of Cal EPA. Currently, the department maintains its programs with three full-time licensed personnel, three full-time certified personnel, and one full-time Fiscal Officer. Additionally the department budgets 9,400 hours for seasonal help to perform weed eradication.

The Region

Modoc County is located in the rural northeastern corner of California, bordering Nevada and Oregon. With a population of 8,700 (2020 census) within an area of 4,203 square miles, the population density in the region is extremely low with only 2.07 people per square mile. Congestion and overpopulation are extremely unlikely. Clean air and lack of automobile traffic are virtually assured. Agriculture and tourism are the economic mainstays for Modoc County.

Modoc County

Newell Migrant Center

Agricultural Commissioner/Air Pollution Control/ Weights and Measures

The ideal candidate

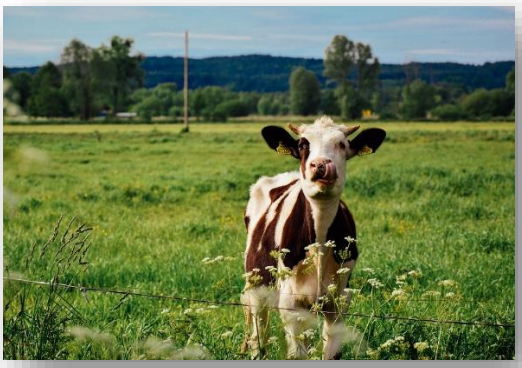
Modoc County is seeking a creative and highly motivated individual to assume the Agricultural Commissioner/Air Pollution Control/Weights and Measures position. The ideal candidate for this position will possess strong leadership capability, public service, ethical commitment, and demonstrated Agricultural Commissioner management skills. Candi- dates applying for this position should have the ability to work well under pressure and approach challenges with balance and consistency.

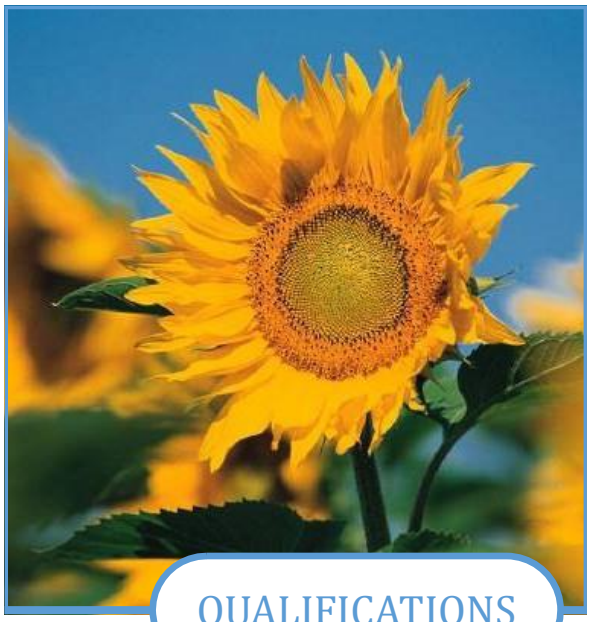
Knowledge of:

- ◊ Principles and practices of plant quarantine, weed, insect and rodent pest detection, and mitigation and pesticide use.
- ◊ Principles and practices of the nursery, seed crop and egg regulation, and quality control.
- ◊ Methods and requirements of air pollution measurement and control.
- ◊ Methods and regulations regarding the inspection and sealing of weighing and measurement devices.
- ◊ Principles and methods of hazardous materials storage and monitoring.
- ◊ Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the supervision of employees.
- ◊ Principles and practices of budget development and administration.
- ◊ Principles and practices of equipment purchase, maintenance, and repair.
- ◊ Applicable laws, codes, and regulations.
- ◊ Techniques for representing the department and the county in meetings and negotiations with a wide variety of individuals and groups.
- ◊ Techniques for making effective public presentations.
- ◊ Interprets regulations related to assigned program(s), and responds to requests for information from the funding agency, program participants, and the public.
- ◊ Accomplishes finance and human resource strategies by determining accountabilities; communicating and enforcing values, policies, and procedures.
- ◊ Provides complex and sensitive administrative and programmatic support to the County and works directly with the County Administrative Officer regarding programmatic, policy, and budgetary issues.
- ◊ Developing Migrant Housing goals, objectives, policies, procedures, and work standards; assists in coordinating with county-wide budget development.
- ◊ Determines analytical techniques and data gathering and obtains required information for analysis.
- ◊ Organizes directs and manages the functions and services of the County Migrant Housing Program.

Attachment: Brochure for Ag Commissioner (Ag Commissioner Appointment)

- ◊ Develops and secures approval of the Migrant Housing budget.
- ◊ Develops fiscal projections for staffing, equipment, materials, and supplies
- ◊ Ensures that the County Administrative Officer is informed of county program and financial status and the legal, labor, social and economic issues that may affect county programs and operations.
- ◊ Uses standard office equipment, including a computer, in the course of the work; drives a personal or County motor vehicle in the course of work.
- ◊ Planning, directing, and reviewing the work of county and contract staff.
- ◊ Developing and implementing goals, objectives, policies, procedures, and work standards.
- ◊ Compiling and reviewing budget figures.
- ◊ Independently perform professional analytical and programmatic work in the area(s) to which assigned.
- ◊ Carrying assigned analytical projects through, from data gathering to completion.
- ◊ Using initiative and independent judgment within policy guidelines.
- ◊ Compensation and wage structure, classifying employees, and employment law.
- ◊ Disciplining employees; planning, monitoring, and appraising job results.
- ◊ Maintaining and directing the maintenance of accurate records and files.
- ◊ Preparing clear and concise reports, correspondence, and other written materials.
- ◊ Establishing and maintaining effective working relationships with those contacted in the course of work.





QUALIFICATIONS

Any combination of education and experience which provides the required knowledge and skills is acceptable. A typical way of gaining knowledge and skills is outlined below.

- Equivalent to graduation from a four-year college or university with major course work in agriculture, biological science, or a closely related field, and four years of experience in agricultural inspection, weights and measures sealing or a field related to the work.

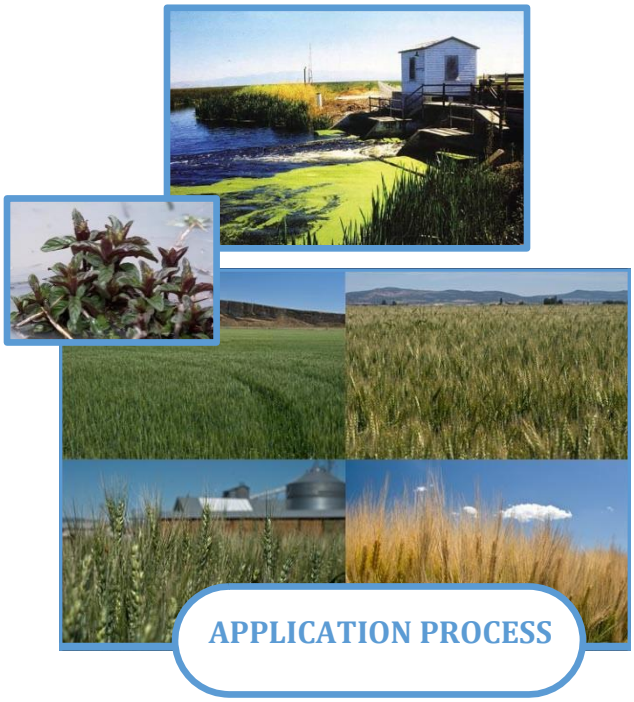
The qualifications in this brochure list the major duties and requirements of the job and are not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this brochure and may be required to have specific job-related knowledge and skills.

SALARY AND BENEFITS

ANNUAL SALARY: $101,000 -- $128,904

The salary and benefits for the Agricultural Commissioner/Air Pollution/Weights and Measures includes:

- Retirement: 2% at 55 (Current) 2% at 62 (PEPRA)
- Health: County pays for employee and dependent premiums up to $1304.13 per month through Anthem Blue Cross. Dental and Vision are paid for by the County.
- Vacation: Accrual of 10 days during years one through four of employment; 15 days after four years; 20 days after 12 years; and 25 days after 19 years of service
- Holiday Pay: 14 scheduled days annually
- Sick Leave: Accrual at the rate of 15 days per year with an unlimited maximum accrual
- Life Insurance: A $25,000.00 term life insurance policy paid by the county
- Deferred Compensation: The county has plans available for employee participation through Colonial, Valic, New York Life, Edward Jones, and Nationwide 457(b) plans. However, the county has no match or contribution.



APPLICATION PROCESS

To be considered for this career opportunity, please forward a letter of interest and your resume with five work-related references (who will not be contacted until mutual interest is established) to:

Modoc County Office of Administration

Human Resources

204 South Court Street, Room 100

Alturas, CA 96101

hr@co.modoc.ca.us

OPEN UNTIL FILLED

Following the first review date, application materials will be screened against the criteria in this brochure and preliminary interviews will be scheduled with candidates having the most relevant qualifications. Preliminary reference checks will then be conducted and qualified candidates will be reported to the County Administrative Officer/HR. The County Administrative Officer/HR will determine which candidates to invite to participate in the formal interview process. Selection of the Agricultural Commissioner will follow shortly thereafter.

Modoc County is an Equal Opportunity Employer

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Rick Gurrola, Agriculture**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign a Memorandum of Understanding (MOU) between the County of Modoc, County of Shasta, County of Lassen, and the County of Siskiyou for collaborative services to be provided to establish a Pesticide Takeback Disposal Event, effective upon signature by all parties through June 30, 2024.

DISCUSSION:
The MOU will provide a valued service to the public to safely dispose of pesticide materials.

OTHER AGENCY INVOLVEMENT
County of Shasta
County of Lassen
County of Siskiyou

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: 3
Minutes Orders Needed: 1

Date Submitted: 7/19/2023

Phone Number: Email: rickgurrola@co.modoc.ca.us

Agenda Item Number:8.b

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTIES OF SHASTA, LASSEN, MODOC, AND SISKIYOU

This Memorandum of Understanding ("MOU") is by and between the Shasta County Agriculture Department ("Shasta County"); the Lassen County Agriculture Department ("Lassen County"); Modoc County Agriculture Department ("Modoc County"); and the Siskiyou County Agriculture Department ("Siskiyou County"), individually referred to herein as "Party" and collectively referred to as "Parties." This MOU sets forth the agreement between the Parties relating to the collaborative services to be provided to establish a Pesticide Takeback Disposal Event ("Event").

1. PURPOSE.

This MOU is intended to establish an Event at which eligible growers, pest control businesses, and landscapers ("Participants") in the Parties' Counties to dispose of unwanted pesticides. Participation by eligible Participants in the Event will be voluntary. The Parties agree that no enforcement actions will be taken against Participants who dispose of pesticides through the sponsored Event. The Event will be free of charge to Participants. The Event will occur in a location or locations within the Parties' respective Counties and that are approved by the Parties. Participants will be required to participate in the Event only at such location or location(s) within the Parties' respective Counties. Residential homeowners and non-commercial entities will not be eligible to participate in the Event. The Department of Pesticide Regulation (DPR) has agreed to provide $400,000 in DPR "County Agricultural Commissioners (CAC) Pesticide Take Back Funding" to Shasta County to fund the Event. Accordingly, receipt of such funds by Shasta County shall be a condition precedent for holding and completing the Event.

2. SERVICES TO BE PROVIDED.

A. Duties and Responsibilities of Shasta County:

1. Enter into agreements with one or more qualified third-party contractors for the collection, transport, incineration, and disposal of hazardous waste;
2. Provide and maintain all financial records for the Event; and
3. Prepare and submit a final report to DPR upon conclusion of the Event.

B. Duties and Responsibilities of Each Party:

1. Provide an appropriate location to hold the Event within each Party's respective County.
2. Provide County Agriculture-employed personnel necessary to effectively complete the tasks associated with the Event.
3. Document the Event with photographs.
4. Submit a final report to Shasta County upon completion of the Event, which shall include:
   a. Amount of pesticides collected (by weight or volume) identified by either trade name, active ingredient, registration number, or other means of

categorization;

b. Number of Event participants; and

c. Identification of media coverage surrounding the Event; and

d. Comply with terms and conditions applicable to the use of the Event's funding source.

3. TERM.

This MOU shall become effective upon execution by all Parties and shall terminate on June 30, 2024.

4. INDEMNIFICATION.

Each Party shall defend, indemnify and hold the other Parties, their officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

5. INSURANCE.

Each Party shall maintain all appropriate insurance policies required by local and State law, including but not limited to workers' compensation coverage, general liability coverage, and automobile liability coverage. Each Party shall maintain its own equipment in safe and operational condition.

6. NOTICES.

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

Shasta County:
Shasta County Department of Agriculture
3179 Bechelli Ln., Ste. 210
Redding, CA 96002
Phone: (530)224-4949
Email: rgurrola@co.shasta.ca.us

Lassen County:
Lassen County Department of Agriculture
175 Russell Ave.
Susanville, CA 96130
Phone: (530)251-8110
Email: chemphill@co.lassen.ca.us

Modoc County: Modoc County Department of Agriculture
202 W 4th Street
Alturas, CA 96101
Phone: (530)233-6401
Email: rickgurrola@co.modoc.ca.us

Siskiyou County: Siskiyou County Department of Agriculture
525 S. Foothill Drive
Yreka, CA 96097
Phone: (530)841-4033
Email: jsmith@co.siskiyou.ca.us

7. DISPUTE RESOLUTION.

In the event of any dispute between the Parties arising out of this MOU or the Event, each Party agrees that it will notify and inform one another at the earliest reasonably feasible date of the nature of the dispute and the Parties shall promptly collaborate, coordinate, and communicate with one another in good faith in an effort to informally and efficiently resolve the dispute. Each Party's Director of Agriculture, Director's designee shall seek to resolve any such disputes in a timely fashion in accordance with this paragraph.

8. APPLICABLE LAW AND FORUM.

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Shasta.

9. WITHDRAWAL AND TERMINATION.

A. Either Lassen County, Modoc County, or Siskiyou County may withdraw from this MOU without affecting the rights of the remaining Parties to enforce this MOU. Written notice of the withdrawal shall be served on the remaining Parties at least thirty (30) calendar days prior to the effective date of the withdrawal. This MOU shall automatically be deemed terminated upon the valid withdrawal of three parties.

B. Notwithstanding anything stated herein to the contrary, after any county withdraws, Shasta County and/or a remaining County may terminate the MOU by withdrawing, with or without cause, upon thirty (30) days written notice to the other parties.

10. AMENDMENTS.

This MOU may be modified or amended only by a written document executed by all Parties and approved as to form by Shasta, Lassen, Siskiyou, and Modoc County Counsels.

11. WAIVER.

No failure on the part of any Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

12. ENTIRE AGREEMENT.

This MOU constitutes the complete and exclusive statement of agreement between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this MOU.

13. PARTIAL INVALIDITY.

If any provision of this MOU is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

14. NO DELEGATION OR ASSIGNMENT.

No Party shall delegate, transfer, or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of the other Party. Any prohibited delegation or assignment shall, unless waived, be deemed a breach of the MOU. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to that Party.

SIGNATURE PAGE FOLLOWS

COUNTY OF MODOC

Date:_____

By: _____
KATHIE RHOADS
Chair of the Board of Supervisors

Approved as to form:
MARGARET LONG
Interim County Counsel

By: _____

COUNTY OF SISKIYOU

Date:_____

By: _____
ED VALENZUELA
Chair of the Board of Supervisors

Approved as to form:
EDWARD KIERNAN
County Counsel

By: _____

15. **EXECUTION.**

This MOU may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties.

COUNTY OF SHASTA

Date:_____

_____
PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
MATTHEW M. MCOMBER
Acting County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Jordan L. Lowery
Deputy County Counsel II

By: _____
James Johnson
Risk Management Analyst III

COUNTY OF LASSEN

Date:_____

By: _____
GARY BRIDGES
Chair of the Board of Supervisors

Approved as to form:
AMANDA UHRHAMMER
County Counsel

By: _____

MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Date of Meeting for Which Item is Requested: **July 25, 2023**
Name of Requesting Party or Entity: **Chester Robertson, Administrative Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Closed Session**

Describe Specific Action Requested or Information to be Discussed:

Pursuant to CA Government Code 54957; Performance Evaluation; Title: Director of Health Services.

Budget Affected: No

Clerk's Instructions:
Certified Copies Needed: No
Minutes Orders Needed: No

Date Submitted: 7/18/2023

Phone Number: 530-233-7660 Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number: 10.a