



STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
REGULAR MEETING

Lee Adams, Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, Vice-Chair, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-862-1004 - supervisor2@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - jbeard@sierracounty.ca.gov

Scott A. Schlefstein, District 5

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on May 3, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

REGULAR AGENDA

1. 9:00 A.M. **STANDING ORDERS**

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

2. **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

- RCRC April 21, 2016 Board meeting highlights. (CHAIR ADAMS)

Documents: [BoardMeeting_Highlights_April_21_2016MEMO_V02.pdf](#)

4. **DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS**

Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

5. **FOREST SERVICE UPDATE**

Update by District Ranger on items that may affect the County of Sierra.

6. **PUBLIC WORKS / TRANSPORTATION - TIM BEALS**

- 6.A. Resolution of intent to utilize Title III funding in an amount not to exceed \$29,792 to reimburse Sierra County Road Department for work done in conjunction with the California Conservation Corps on Ridge Road which involves clearing/landscaping within the County right of way which is within 200 feet of most homes, and will "increase the protection of people and property from wildfires" and project adjacent national forest system lands. (Section 302(a)(1) H.R.1424-145.

Documents: [Title 3 Item..pdf](#)

7. **BOARD OF SUPERVISORS**

- 7.A. Discussion/recommendation/action regarding county counsel hiring process. (CHAIR ADAMS)

Documents: [County Counsel hiring process.pdf](#)

- 7.B. Approval of letter of opposition to AB 2395 regarding telecommunications (Low). (CHAIR

ADAMS)

Documents: [AB 2395 - Telecommunications.pdf](#)

- 7.C. Discussion/direction to support the University of California's potential purchase of Sierra Pacific Industries property in Loyalton for the development of a regional educational facility for the U.C. system, including research and development into wood and forest product technology, bio fuels, biomass energy production and cogeneration, forest health, and other key components of a full service educational facility. (SUPERVISOR ROEN)

Documents: [University of California.pdf](#)

- 7.D. Resolution of support for the University of California Cooperative Extension Plumas-Sierra Counties' request for a Forestry and Natural Resources Position. (SUPERVISOR ROEN)

Documents: [UCCE-ANR Position Support.pdf](#)

- 7.E. Continued discussion and direction to staff on the formation of the Sierra County Veterans Program authorized by the Board of Supervisors on April 19, 2016. (SUPERVISOR ROEN)

Documents: [Veteran Services.pdf](#)

8. TIMED ITEMS

- 8.A. 10:30 AM DOWNIEVILLE VOLUNTEER FIRE DEPARTMENT AMBULANCE
Presentation/tour of the new ambulance for the Downieville Volunteer Fire Department. (CHAIR ADAMS)

Documents: [DVFD Ambulance Tour.pdf](#)

9. CONSENT AGENDA

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 9.A. Authorization to recruit and fill a Social Worker I-III position. (SOCIAL SERVICES)

Documents: [SW Board.pdf](#)

- 9.B. Resolution authorizing the Auditor to transfer funds from the Social Services realignment account to the Public Health realignment account for fiscal year 2015-2016. (SOCIAL SERVICES)

Documents: [Realignment Transfer.pdf](#)

- 9.C. Resolution approving the Sierra County Allocation Funding Application, (AFA) and the Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health (MCAH) Program for fiscal year 2015-2016 and authorizing Darden Bynum, Director, to sign documents regarding the AFA. (PUBLIC HEALTH)

Documents: [MCAH Program.pdf](#)

- 9.D. Professional Services Agreement between the County of Plumas and the County of Sierra for Ryan White HIV Services and adoption of resolution authorizing the Director of Human Services to execute said agreement. (PUBLIC HEALTH)

Documents: [Ryan White Agm.pdf](#)

- 9.E. Resolution approving delegation of investment authority to the County Treasurer and approving the Sierra County Investment Policy. (AUDITOR)

Documents: [agenda investment policy 2016.pdf](#)

- 9.F. Resolution authorizing Auditor to implement changes to the fiscal year 2015-2016 Transportation Budget to update the budget to align with the approved budget amendment by the Sierra County Transportation Commission. (PUBLIC WORKS)

Documents: [Transit Budget Item..pdf](#)

- 9.G. Agreement for indemnification and Reimbursement for Extraordinary Costs for Karl Moody, Applicant and Landowner: Consideration of a Special Use Permit to allow the temporary occupancy of an "RV" during the construction of a primary residence. The project site, identified as APN 012-162-017, is located at 212 Calpine Ave, Calpine. (PLANNING)

Documents: [1629-Moody Indem ROP.pdf](#)

- 9.H. Resolution approving continued use of a Master Bond for County Officials. (CLERK OF THE BOARD)

Documents: [Master Crime Bond.pdf](#)

- 9.I. Modification to Sierra County Agreement No. 2011-021 between DFM Associates and Sierra County for extension of the agreement term and modification of annual fee for the County's Election Information Management System. (ELECTIONS)

Documents: [DFM Modification Agreement.pdf](#)

- 9.J. Minutes from the regular meeting held on February 2, 2016. (CLERK-RECORDER)

Documents: [02022016 minutes.pdf](#)

10. CORRESPONDENCE LOG

- 10.A. Letter from Carl Genasci resigning from the Sierra Valley Groundwater Management District (SVGMD).

Documents: [SVGMD resignation letter.pdf](#)

ADJOURN



To: RCRC Board of Directors
From: Greg Norton
President & CEO
Date: April 25, 2016
Re: RCRC Board Meeting Highlights (April 21, 2016)

President's Report

RCRC President & CEO Greg Norton announced the addition of Tracy Rhine as Legislative Advocate covering land use, health and human services, telecommunications, and overall infrastructure issues. Ms. Rhine comes from the Department of Consumer Affairs where she served as Chief Deputy Director. Ms. Rhine's first day with RCRC is April 25, 2016.

Mr. Norton presented on the RCRC-sponsored Regional Information Summit on Human Trafficking held in Redding on April 7, 2016. The North State Summit was hosted by the Human Exploitation and Trafficking (H.E.A.T.) Institute, an innovative research-based think tank developed to bring together leaders from multiple state and local systems to create a unified and comprehensive system of support to respond to and prevent human exploitation and trafficking. The North State Summit provided a venue for local government representatives to share their experiences with human trafficking with the H.E.A.T. Institute ahead of their development of policy and programming recommendations to the State. Supervisor Les Baugh (Shasta) provided opening remarks and welcomed the crowd of more than 100 to Shasta County, which included RCRC Chair John Viegas (Glenn), RCRC First Vice Chair Bob Williams (Tehama), and Supervisor Michael Kobseff (Siskiyou). Local press received on the event can be accessed [here](#).

Mr. Norton announced the launch of the PROTECT Program, the human trafficking education and training program being rolled out to RCRC's 35 member counties over the course of the next three years. In conjunction with the Office of the Attorney General and the California Department of Education, the PROTECT Program is funded by a grant from RCRC, and developed and executed by three public charities: 3Strands Global, Love Never Fails, and Frederick Douglass Family Initiatives. The PROTECT Program will roll out to Merced, Shasta, Lassen, Imperial, and Sierra counties in Fall 2016, 11 additional RCRC member counties in 2017-18, and the remaining RCRC member counties in 2018-19. The counties are selected by a formula of truancy and loss of funding. The official PROTECT announcement, scheduled for April 26, 2016, can be accessed [here](#).

Governmental Affairs

General Update

RCRC Executive Vice President Patricia Megason unveiled a new tool used by RCRC staff to request action from RCRC member counties. The RCRC Action Alert is an electronic communication tool utilized to efficiently request action and/or feedback from RCRC member counties related to the pertinent business of the organization (legislative issues, administrative issues, etc.). The Action Alert will be utilized sparingly and will strive to be brief, succinct, and clearly communicated.

Senate Bill 1396 (Wolk) Inner Coast Range Conservancy - ACTION

Senate Bill 1396 (Wolk) would establish the Inner Coast Range Conservancy including all or part of the following counties: Colusa, Del Norte, Glenn, Humboldt, Lake, Mendocino, Napa, Shasta, Siskiyou, Solano, Tehama, Trinity, and Yolo. The legislation is modeled after Assembly Bill 2600 of 2004, which established the Sierra Nevada Conservancy. RCRC staff's concerns with the legislation include an imbalance between the local and state representation proposed on the Board, and language outlining the protection and improvement of water supply, which may inhibit any proposed water infrastructure needs. Based upon staff recommendation, the RCRC Board of Directors adopted an "Oppose Unless Amended" position on SB 1396. RCRC's memo on SB 1396 can be accessed [here](#).

California Tree Mortality Task Force

RCRC staff provided an update on the California Tree Mortality Task Force (Task Force). Led by the Governor's Office, the California Department of Forestry and Fire Protection (CAL FIRE), and the Governor's Office of Emergency Services (CAL OES), the Task Force includes a wide range of stakeholders brought together to tackle the urgent issue of tree die-off due to invasive pests in California. The Task Force is currently facilitating tree removal in six counties identified by the State as "high hazard" including Madera, Mariposa, Tuolumne, Tulare, Fresno, and Kern. However, CAL FIRE is currently finalizing a revised map of the high hazard zones to include broader forest health and landscape-level planning issues, and is planning to expand the membership of the Task Force beyond the six original counties. RCRC's memo on the Task Force can be accessed [here](#).

Bureau of Land Management Resource Management Planning Regulations

The Bureau of Land Management (BLM) has proposed a rulemaking to amend the regulations that establish the regulations used to prepare, revise, or amend land use plans under the Federal Land Policy and Management Act (FLPMA). Comments on the rule have recently been extended to May 25, 2016. RCRC's memo on the BLM's proposed rulemaking can be accessed [here](#).

Air Resources Board's Aliso Canyon Methane Leak Climate Impacts Mitigation Program

The Air Resources Board (ARB) has adopted a mitigation program to achieve "full mitigation" of the climate impacts generated by the Aliso Canyon natural gas leak occurring in October 2015. Mitigation projects considered for potential funding include dairy and solid waste projects. RCRC staff encourages county staff and other interested local agencies to research this potential funding opportunity. RCRC's memo on the ARB's mitigation program can be accessed [here](#).

State Legislative Update

RCRC staff provided an update on Assembly Bill 2395 (Low) related to telecommunications. RCRC staff recently issued an Action Alert encouraging all RCRC member counties to adopt an “Oppose” position, and discussed the statewide media campaign launched once a large contingent of RCRC member counties have officially opposed. RCRC’s Action Alert on AB 2395 can be accessed [here](#). Mendocino County’s AB 2395 agenda item and opposition letter can be accessed [here](#). Full details can be found on the AB 2395 Hot Issues page of the RCRC website, accessed [here](#).

RCRC staff provided an update on Senate Bill 1188 (McGuire), the RCRC-sponsored State Payment in Lieu of Taxes (PILT) bi-partisan legislative effort to amend the Fish and Game Code to restore language that makes State PILT payments to counties required as opposed to permissive. Full details can be found on the State PILT Hot Issues page of the RCRC website, accessed [here](#).

Federal Legislative Update

RCRC staff presented that 2015 Secure Rural Schools (SRS) payments should have been received.

Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as all items covered during the April 2016 Board of Directors meeting. The April Board Packet can be accessed [here](#).

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Department of Public Works and Transportation APPROVING PARTY: Tim H. Beals PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Resolution of intent to utilize Title III funding in an amount not to exceed \$29,792 to reimburse Sierra County Road Department for work done in conjunction with the California Conservation Corps on Ridge Road which involves clearing/landscaping within the County right of way which is within 200 feet of most homes, and will "increase the protection of people and property from wildfires" and project adjacent national forest system lands. (Section 302(a)(1) H.R.1424-145.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The Road Department is directly involved in this project of which the CCC work is funded by State Responsibility Area Funds and the project schedule is requiring weekend work and overtime. This request seeks reimbursement to the extent possible for the Road Department contribution to this important protective work.

FUNDING SOURCE: TITLE 3

GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$29,792 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF DECLARING INTENT
TO ALLOCATE TITLE III FUNDS FOR
DEBRIS REMOVAL WORK RELATED
TO EXISTING DECLARATION OF LOCAL EMERGENCY
DUE TO EXTREME FIRE DANGER**

RESOLUTION 2016-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000; and,

WHEREAS, Section 300 of HR1424 provides specific procedures for the Board of Supervisors to follow in considering an allocation of Title III funds; and,

WHEREAS, the Sierra County Board of Supervisors has proposed use of funds in the amount of \$29,792.00 to reimburse the Road Department for costs of providing traffic control and support to the associated California Conservation Corps project of removing fuel load within County Right of Way to increase protection of people and property, including adjacent federal lands, removal work in along Ridge Road around the communities of Pike and Alleghany for community protection in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate \$29,792.00 in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

- 1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,
- 2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and
- 3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of May, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

CHRISTIAN CURTIS
DEPUTY COUNTY COUNSEL

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



3 May 2016

The Honorable Evan Low
Member, California State Assembly
State Capitol, Room 2175
Sacramento, CA 95814

Re: Assembly bill 2395

Dear Assembly Member Low:

This letter is to express our opposition to Assembly Bill 2395 with respect to telecommunication services.

While deployment and expansion of modern telecommunications networks in Sierra County remains a priority to us, the reality is that such is a dream in most parts of Sierra County.

We have have seen decreased communications services in much of the county as subscribers have been encouraged to move to broadband based telephone services that fail during periodic power outages. In emergencies, and with much of Sierra County having no cell services, telephone communications ceases with the removal of copper-based telephone services. Your bill sadly returns many areas of California to a pre payphone era of communications.

With just a population of 3000, it is very rurally based within our 980 square miles. Likely 70% of Sierra County has no cell service of any kind. Even our sheriff's communications system, the backbone of emergency communication radio service in the county, uses copper-based communications loops to service two mountain top remote transmitters.

Many households with lifeline rate service plans choose copper-based lines and many of those users are seniors. In addition, users who are disabled or medically brittle often need dependable copper-based landlines for medical monitoring systems.

We appreciate the opposition to your bill by our assemblyman Brian Dahle. He certainly understands the huge impact this would to have to his rural constituents in his vast district. We would further add that your bill could have equal life and safety impacts to all visitors to our area, many whom are constituents of yours.

We would encourage you to rethink this public policy that is a life safety issue to many Californians.

Sincerely,

**SIERRA COUNTY
BOARD OF SUPERVISORS**

By:

LEE ADAMS
Chair

cc: Rural County Representatives of California
California State Association of Counties
Honorable Brian Dahle, Assemblyman – First District
Honorable Ted Gaines, Senator – First District
Assembly Appropriations Committee

Lee Adams
District No. 1
P.O. Box 1
Downieville, CA 95936

Peter W. Huebner
District No. 2
P.O. Box 349
Sierra City, CA 96125

Paul Roen
District No. 3
P.O. Box 43
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Scott A. Schlefstein
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P.O. Box 192
Loyalton, CA 96118

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors APPROVING PARTY: Paul Roen, Supervisor, District 3 PHONE NUMBER: 289-3295

AGENDA ITEM: Discussion/direction to support the University of California potential purchase of Sierra Pacific Industries property in Loyalton for the development of a regional educational facility for the U.C. system, including research and development into wood and forest product technology, bio fuels, biomass energy production and cogeneration, forest health, and other key components of a full service educational facility.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Board of Supervisors	
APPROVING PARTY: Supervisor Roen	
PHONE NUMBER: 530-289-3295	

AGENDA ITEM: Resolution of support for the University of California Cooperative Extension Plumas-Sierra Counties' request for a Forestry and Natural Resources Position.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The academic position justification process submittal date ends at 5 p.m. on May 5, 2016. Holly George Livestock/Natural Resources & Community Development Advisor, is intending to submit a justification for a Forestry and Natural Resource position in light of Michael De Lasaux plan to retire in the next 1 to 2 years. Refilling the position in a timely manner is critical to program continuity in the areas of sustainable forest management, wildland fuel management, forest resiliency, and collaborative relations with regional and local endeavors important to our forests.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF
SUPPORT FOR UNIVERSITY OF CALIFORNIA
COOPERATIVE EXTENSION FORESTRY
AND NATURAL RESOURCE ADVISOR POSITION
ASSIGNMENT TO PLUMAS AND SIERRA COUNTIES**

RESOLUTION 2016-_____

WHEREAS, Plumas and Sierra Counties have mutually supportive and beneficial relationships with the University of California education and applied research programs since 1946; and

WHEREAS, Plumas and Sierra Counties have supported a University of California Cooperative Extension Natural Resources Advisor since 1992; and

WHEREAS, Plumas and Sierra Counties are largely forested with a majority of the land in public ownership managed by the United States Forest Service; and

WHEREAS, important forestry and natural resource issues and opportunities include sustainable forest management; landscape-scale wildland fuel management to improve forest resiliency; forest restoration to increase water yield; community firewise education and general public education to improve science literacy and social acceptance of working forests; and

WHEREAS, the present Natural Resources Advisor made important contributions to several local endeavors with regional and national importance including the Forestry Institute for Teachers, Quincy Library Group, Fire Safe Councils, Highway 89 Stewardship Team and Project Learning Tree; and

WHEREAS, the present Natural Resources Advisor plans to retire in the next two years and the University of California Cooperative Extension- Agriculture and Natural Resources & Community Development Advisor has initiated a process to identify a new position for recruitment; and

WHEREAS, Sierra County appreciates and supports University of California expertise with continued education and applied research programs in the area of forestry and natural resources.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors strongly supports the proposed Forestry and Natural Resources Position and advocates for provision of a position that will strengthen the Agriculture and Natural Resources network to address programmatic gaps and emerging needs as we go forward.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of May, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

CHRISTIAN CURTIS
DEPUTY COUNTY COUNSEL

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors APPROVING PARTY: Paul Roen, Supervisor, District 3 PHONE NUMBER: 289-3295

AGENDA ITEM: Continued discussion and direction to staff on the formation of the Sierra County Veterans Program authorized by the Board of Supervisors on April 19, 2016. (SUPERVISOR ROEN)

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD DATE

A REPORT TO THE BOARD OF SUPERVISORS:

A SYNOPSIS OF THE SIERRA COUNTY VETERANS PROGRAM COMMITTEE FINDINGS AND PROCEDURES FOR IMPLEMENTATION.

PURPOSE: An ad hoc committee of veterans' advocates was formed under the direction of the County Board of Supervisors on the 23rd of March. It was chartered with the responsibility to determine and recommend to the Board whether Sierra County should create a state sanctioned Veterans Service Office, and accept the financial assistance reported to be between \$20,000 and \$30,000 per year, or consider the feasibility of operating an equivalent, alternate program, managed by the county, to assist veterans in realizing the benefits they have earned. Extensive information was gathered, including that from: The Reno Veterans Administration Enrollment Administrator, Reno V.A. Public Information Office, Reno V.A. Decedent Affairs Supervisor, The President of the California County Veterans Service Office Organization, four County Veterans Service Officers, The California Department of Veterans Affairs North State Representative, Alpine County Administrators and The Nevada Department of Veterans Services. Additionally, information came from previous experience with The California Governor's Interagency Veterans Council, The California Department of Veterans Affairs Sacramento Network Coordinator, The Sacramento Veterans Health and Wellness Council and The California Veterans Legal Task Force.

After careful review it was decided by the committee to recommend that Sierra County continue to operate without a Veterans Service Office and address the needs of our military veterans with a unique approach which will provide increased effectiveness with reduced bureaucratic mandates. For this purpose the Sierra County Veterans Program was formed, of the same committee members, subject to approval by the Sierra County Board of Supervisors.

OBJECTIVE: The Sierra County Veterans Program will have two primary functions.

Outreach - The number of veterans in Sierra County is estimated to be approximately 450. Veterans represent approximately 10% of the national population, increasing to 12% in remote and rural counties and 15% in remote

and rural counties within California, 15% of 3,000 = 450. An effort to identify and list all county veterans has been initiated and currently the manifest has 189 names, approximately 40% of the county's estimated veteran population. A publicity campaign, listing 21 techniques to increase public awareness, has been created, introduced to the committee, and should be implemented to encourage Sierra County veterans to contact the Sierra County Veterans Program to learn of the benefits they have earned and are entitled to. Additionally, the committee was presented with a listing of 22 potential presumptions some veterans might have for intentionally avoiding any contact with the Veterans Administration. Our task, if a veteran presents these concerns, and if given the opportunity, is to dispel some misconceptions and offer accurate information. The text for our publicity campaign and public awareness program has been drafted and presented to the committee.

Enrollment - For a veteran to be eligible to receive benefits, including; health care (primary, emergency, long term and late stage aid and attendance), financial assistance (disability compensation, pensions, home loans, student aid and travel reimbursement), social services (housing, education, vocational rehabilitation, employment opportunities, dependent assistance and decedent benefits) and personal wellness counseling (intervention and prevention resources, coping skills, emotional support, and therapy), enrollment in the Federal Veterans Administration is required. Very few benefits are offered by the California Veteran's Administration and virtually no benefits are offered by County Veterans Service Offices. According to the V.A., fully two-thirds of all veterans are not enrolled. Of the estimated 450 Sierra County veterans this represents 300. Presuming some have decided, with full knowledge, to opt-out of V.A. enrollment and assistance perhaps as many as 200 remain. Our task is to offer information and, if the veteran desires, facilitate enrollment.

These Sierra County Veterans Program objectives, Outreach and Enrollment, can be efficiently targeted, without a Veterans Service Office, by reviewing and accessing the best resources available to us and implementing a procedure.

STATUS: The outreach effort by the V.A. is basically non-existent. There is no federal 'reverse induction system.' There are no federal Public Service Announcements to inform veterans of their benefits but there are those announcements reminding 18 year-olds to sign up for the Selective Service. Perhaps, because the demand is greater than the supply, they have decided this is the best way to avoid expected increased operational and benefit costs. The Reno V.A. Outreach Office was difficult to contact, ineffective and recently unmanned and rolled into a lesser office.

The outreach effort by County Veterans Service Offices, which currently exist in all 58 California counties except Sierra and Alpine, is also sparse at best. We note that three counties share with neighboring Veterans Service Offices; Yuba supplies Sutter, Inyo supplies Mono and Monterey supplies San Benito. We have learned of only 2 counties with formatted, effective, Outreach Programs and both have been structured and operated independent of the County Veterans Service Offices.

Enrollment in the Veterans Administration, required to receive benefits, can be conducted by the V.A., County Veterans Service Offices, independent veterans advocate programs or the individual veteran himself. It is, by far, preferable to have the process personally handled by the Reno V.A. They have the expertise, in a one-on-one interview, to create the required documents accurately, the ability to follow up on submitted applications, the direct connections to mitigate delays, to issue the Enrollment Card and schedule the first primary health care appointment. Historically, the down side to this approach has been, as easy as it is to apply for health benefits enrollment at the Reno Veterans Administration Hospital, it is very difficult to apply for financial benefits. Those requests, and the extreme bureaucratic quagmire associated, are handled by a completely separate administration at an overwhelmed Oakland regional office. The V.A. had a huge backlog of disability compensation and pension claims, a national exposure prompted a unique solution; deny all. Problem solved. Offices that administer to these financial claims are inaccessible to the public; no phone number, no contact information. This resulted in the advent of for-profit companies and attorneys who wrote applications and appeals at the veterans' expense.

A concept referred to as 'Catchment' dictates that Sierra County, as well as Plumas, Nevada, Placer and El Dorado Counties, could not benefit from the effective and well operated Reno V.A. office that handles disability compensation, pension claims and related assistance, though Modoc and Lassen Counties could. This fact represented a severe detriment to any Sierra County Veterans Program. Until last Thursday, the 14th of April. The previously undiscovered truth is that only Sierra County, of those ineligible, is, in fact, eligible and under the auspices of the Reno V.A. and the required, available and professional management assistance has been offered to us. This is extremely fortunate for Sierra County veterans and the effectiveness of our program.

PROCEDURE: The success of the Sierra County Veterans Program can be realized by combining the two strong assets; implementing our home-grown Outreach Program and working with the contacts we have made within the Reno Veterans Administration that are aware of, and support, our effort and offered their assistance. The outreach plan developed is a detailed listing of techniques and objectives; administered by veterans, unique to California and offers a high probability of successfully locating and informing veterans of this county's program. Enrollment will be done at the Reno Veterans Administration Hospital with the veteran personally present. This also affords the opportunity for the veteran to become familiar with the facility and it may be, as so many of us have discovered, that seeing other veterans reminds him he is a member of a unique fraternity. This approach further eliminates the additional tier of a Veterans Service Office submitting applications and the potential for delays and inaccuracies. Additionally, this eliminates the need for Sierra County Veterans Program personnel, and individual veterans, to attempt to complete the enrollment process directly, using Form 1010EZ, without sufficient ability to navigate the V.A. system, to track and prod submitted applications and the necessary administrative support of the V.A.

The Sierra County Veterans Program does not require an office location; rather, veterans who contact us will be personally met by one of our members. Also, if necessary, transportation for a veteran to the Reno V.A. for the purpose of enrollment will be provided. The committee will develop a plan for transportation

that defines the specific details. Efforts will be made to continue to expand the list of Sierra County veterans. These individuals can then be contacted and informed of our program so they might assist in locating those veterans that may benefit from our service. If this program is approved by the Board of Supervisors the defined Outreach Program and public awareness tasks will be assigned to committee members and a launch date established.

CONCLUSION: We, the members of this committee, sincerely thank the Sierra County Board of Supervisors for acknowledging our veterans and for the opportunity to address the question of veterans' services. Recognizing and assisting our veterans has the additional collateral benefit of contributing, in many ways, to the general wellbeing of Sierra County. And, it's the right thing to do.

Committee members, Sierra County Veterans Program: Paul Roen, Jim Beard, Darden Bynum, Irv Christensen, Don Yegge and Paul Bianco.

Reviewed by the committee on 20 April 2016.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Authorization to recruit and fill a Social Worker I-III position.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Authorization is being requested to recruit and fill a Social Worker I-III position. This position had already been approved in the 2015-2016 budget and was vacated in April 2016.

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5800
AMOUNT: \$ 58,319.35 - \$ 72,089.25 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? <input checked="" type="checkbox"/> Yes, -- -- <input type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Darden Bynum, LCSW
Director

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, Director, Health & Human Services

Reference: Authorization to recruit and fill a Social Worker I-III Position.

Date of memo: 26 April 2016

Date of Board Meeting: 3 May 2016

Regarding: Board approval to recruit and fill a Social Worker I-III position.

Executive summary: This memo is to request approval to recruit and fill a Social Worker I-III position.

Background information: Approval is requested to fill a Social Worker I-III position that is vacated in H&HS. This position is replacing the Social Worker III who recently ended employment this month in Sierra County. The Social Services Child Protective Services (CPS), Adult Protective Services (APS) and In Home Supportive Services (IHSS) has historically had three social workers and a supervisor. As such, this is not expansion, but bringing up personnel to full staffing. This approval will help alleviate the on-call work currently being shared for 24 hours a day, seven days a week.

Action Requested: It is recommended that the Board approve filling the position that has been recently vacated.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Adoption of Resolution authorizing the Auditor to transfer funds from the Social Services Realignment Account to the Public Health Realignment Account for FY 2015/2016.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: W&I Code section 17600.20(d) allows a transfer between realignment accounts.

FUNDING SOURCE: SOCIAL SERVICES REALIGNMENT
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ 58,016.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Darden Bynum, LCSW
Director

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, Director, Health & Human Services

Reference: Agenda items

Date of memo: April 26, 2016

Date of Board Meeting: May 3, 2016

Regarding: Adoption of Resolution authorizing the Auditor to transfer funds from the Social Services Realignment Account to the Public Health Realignment Account for FY 2015/2016.

Executive summary: It is requested that the Board of Supervisors approves the Adoption of Resolution authorizing the Auditor to transfer funds from Social Services Realignment Account to the Public Health Realignment Account for FY 2015/2016.

Background information: Sierra County has made a transfer of 20% of 1991 realignment dollars from the Social Services 1991 Realignment Account to the Sierra County Public Health Realignment Account for some years and this transfer has been reflected in the County budget, annually. Welfare and Institutions Code Section 17600.20 pertaining to the original distribution of 1991 realignment states:

- (a) Any county or city or city and county may reallocate money among accounts in the local health and welfare trust fund, not to exceed 10 percent of the amount deposited in the account from which the funds are reallocated for that fiscal year...
- (d) In addition to subdivision (a), a county or city and county may reallocate up to an additional 10 percent of the money from the social services account to the mental health account or the health account in the 1993-94 fiscal year and fiscal years thereafter when there exist in the social services account revenues in excess of the amount necessary to fund mandated caseload costs, pursuant to paragraph (2) of subdivision (b) of Section 17605, as determined by the county board of supervisors, as a result of implementation of personal care services or other program changes.

The transfer is necessary due to a past shift in services from the state to the county and related limitations on administrative overhead.

This is not considered a new change or shift in funding as the shift occurred annually for some time.

Action Request: It is recommended that the Board of Supervisors approves the Resolution authorizing the Auditor to transfer funds from the Social Services Realignment Account (take from paul) to the Public Health Realignment Account for FY 2015/2016 (give to peter).

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION NO. _____

**IN THE MATTER OF
AUTHORIZING THE AUDITOR
TO MAKE CERTAIN TRANSFERS**

WHEREAS, pursuant to W & I Code Section 17600.20(d), the Sierra County Social Services Realignment trust has funding in excess of the amount necessary to fund the mandated caseload costs for the 15/16 Fiscal Year and desires to reallocate an additional 10% of the estimated total revenue to Sierra County Public Health;

WHEREAS, increased services are being provided by Sierra County Public Health, additional funds are needed to provide those services.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes the Auditor to make the following transfers:

An additional 10%, (for a total of 20% in fiscal year 15/16) the amount to be transferred being \$58,016.00.

From:	Social Services Realignment Account LHWTF – 8160000	\$58,016.00
To:	Public Health Realignment Account LHWTF - 8170000	\$58,016.00

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of May, 2016, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

COUNTY OF SIERRA

LEE ADAMS, Chairman

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

CHRISTIAN CURTIS
County Counsel

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Adoption of Resolution approving the Sierra County Allocation Funding Application, (AFA) and the Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health (MCAH) Program for Fiscal Year 2015/16 and authorizing Darden Bynum, Director, to sign documents regarding the AFA.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Funding Application

BACKGROUND INFORMATION: : This resolution (2016-013) was approved by the Board of Supervisors on February 16, 2016. However, there were some pages that were missed from the agreement when submitted. This item is being resubmitted with the full agreement.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5610 Revenue
AMOUNT: \$82,601.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
		<p>COMMENTS:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

_____ CLERK TO THE BOARD	_____ DATE
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Darden Bynum, LCSW
Director

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

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P.O. Box 38
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Health Department

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202 Front Street
530-993-6700
Fax 530-993-6790

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, LCSW, Director, Health & Human Services

Reference: Agenda items

Date of memo: 27 April 2016

Date of Board Meeting: 3 May 2016

Regarding: Request Board approval and Adoption of Resolution approving the Sierra County Allocation Funding Application, (AFA) and Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health, (MCAH) program for Fiscal Year 2015/16 and authorizing Darden Bynum, Director, to sign documents regarding the AFA.

Executive summary: This memo is to request approval and Adoption of Resolution approving the Sierra County Allocation Funding Application, (AFA) and Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health, (MCAH) program for Fiscal Year 2015/16 and authorizing Darden Bynum, Director, to sign documents regarding the AFA.

Background information: This resolution (2016-013) was approved by the Board of Supervisors on February 16, 2016. However, there were some pages that were missed from the agreement when submitted. The items that have been added are as follows:

1. AFA Checklist
2. Update Form
3. Attestation Form
4. Community Profile
5. Waiver letter

Maternal, Child and Adolescent Health services funding has been received by Sierra County going at least as far back as 1998; it appears that every county, including Alpine County, receives MCAH funding.

Sierra County MCAH funding is a result of the state's distribution of Title V Maternal, Child and Adolescent Health services Block Grant funding, provided through the federal Public Health Service Act. MCAH funding is key in supporting Sierra County Public Health Infrastructure and helping pay the salaries of staff utilized to assure Sierra County meets the state mandates.

Sierra County's current MCAH plan and related contract with the state, needs to be monitored to determine how this funding is best used in Sierra County. There aren't any new positions or programs anticipated from this approval.

Recommendation: By approving this resolution and application, the Board of Supervisors confirms the continuity for people directly receiving services. It is recommended this request be approved.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

**Approving The Agreement Funding Application (AFA)
For Agreement #201546
For the On-going
Maternal Child and Adolescent Health (MCAH) Agreement
FY 2015/16**

WHEREAS, State of California Department of Health Care Services and Sierra County Health Department have set goals for the Maternal, Child and Adolescent Health Program, and;

WHEREAS, The Allocation Funding Application (AFA) for FY 2015/16, the Scope of Work (SOW) and the budget have been sent to the State of California Department of Health Care Services, MCAH Division and were approved. The State will reimburse Sierra County for MCAH program FY 2015/16 expenditures up to \$82,601.00.

NOW THEREFORE BE IT RESOLVED, the MCAH Agreement Funding Application for FY 2015/16 and the 2015/16 Scope of Work and budget is hereby approved.

BE IT FURTHER RESOLVED, that Darden Bynum, Director, is authorized to sign documents regarding the Agreement Funding Application.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 3rd day of May, 2016, by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

LEE ADAMS
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

CHRISTIAN CURTIS
County Counsel

File Naming Convention Example

Please save all electronic documents using the required naming convention below:

[Agreement # [space] Program Abbreviation [space] Checklist # [space] Document Name [space] Version Date]

Below is an example of the AFA documents submitted by Mono County for FY 14-15:

-  201426 MCAH 1 AFA Checklist 092314.doc
-  201426 MCAH 2 AFA Update Form 10071...
-  201426 MCAH 3 Attestation 092314.doc
-  201426 MCAH 3 Attestation 103014.pdf
-  201426 MCAH 4 Program Narrative 09231...
-  201426 MCAH 5 Budget 102914.xlsx
-  201426 MCAH 5 Budget 110414.pdf
-  201426 MCAH 6 DS Line 1 092314.doc
-  201426 MCAH 6 DS Line 2 092314.doc
-  201426 MCAH 6 DS Line 3 092314.doc
-  201426 MCAH 6 DS Line 4 092314.doc
-  201426 MCAH 6 DS Line 5 092314.doc
-  201426 MCAH 6 DS Line 6 092314.doc
-  201426 MCAH 6 DS Line 7 092314.doc
-  201426 MCAH 7 Org Chart 092314.docx
-  201426 MCAH 8 Approval Letter-MCAH ...
-  201426 MCAH 9 SOW 100114 FINAL.docx
-  201426 MCAH 10 Inventory 092314.docx

Please contact your Contract Manager (CM) if you have any questions.

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2015-2016 (LHJs)/2012-13 to 2015-16 (CBOs)**

ANNUAL PERSONNEL UPDATE FORM

At the beginning of each fiscal year Agencies are required to submit this form along with their AFA/Contract Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

AGENCY IDENTIFICATION INFORMATION

**Any program related information being sent from the CDPH MCAH Division
will be directed to the MCAH and/or AFLP Director.**

Please check the applicable "Program" boxes below:

MCAH AFLP BIH FIMR CHVP

Fiscal Year: 2015-16 Update Effective: 08/01/2015 (only required when submitting updates)

Agreement/Contract Number:	2015-46		
Federal Employer ID#:	94-6000536		
Complete Official Agency Name:	Sierra County Health and Human Services		
Business Office Address:	202 Front St Loyalton, CA 96118		
Agency Phone:	530-993-6700	Agency Fax: 530-993-6790	
Agency Website Address:	www.sierracounty.ca.gov		

1 AGENCY DIRECTOR

Name:	Darden Bynum					
Title:	Health and Human Services Director					
Mailing Address:	PO Box 7					
City:	Loyalton				Zip:	96118
Phone:	530-993-6707	Ext.:		FAX:	530-993-6790	
E-Mail Address:	darden.bynum@sierracounty.ca.gov					

2 BOARD INFORMATION					
Clerk of the Board <input checked="" type="checkbox"/>			Chair Board of Supervisors <input type="checkbox"/>		
Title:	Heather Foster, County Clerk Recorder				
Mailing Address:	PO Box Drawer C				
City:	Downieville			Zip:	95936
Phone:	530-289-3295	Ext.		FAX:	530-289-2830
E-Mail Address:	hfoster@sierracounty.ca.gov				

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY					
Name:	Darden Bynum				
Title:	Health and Human Services Director				
Mailing Address:	PO Box 7				
City:	Loyalton			Zip:	96118
Phone:	530-993-6707	Ext.		FAX:	530-993-6790
E-Mail Address:	darden.bynum@sierracounty.ca.gov				

4 FISCAL OFFICER					
Name:	Judy Blakney				
Title:	Fiscal Intermediary Officer				
Mailing Address:	PO Box 7				
City:	Loyalton			Zip:	96118
Phone:	530-993-6730	Ext.		FAX:	530-993-6790
E-Mail Address:	jblakney@sierracounty.ca.gov				

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) <input type="checkbox"/>					
Name:	Shanna Anseth, RN, PHN				
Title:	MCAH Director				
Mailing Address:	PO Box 7				
City:	Loyalton			Zip:	96118
Phone:	530-993-6705	Ext.		FAX:	530-993-6790
E-Mail Address:	sanseth@sierracounty.ca.gov				

6 MCAH COORDINATOR (Only complete if different from #5)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

7 MCAH BUDGET CONTACT								
Name:	Jamie Thompson							
Title:	Account Technician							
Mailing Address:	PO Box 7							
City:	Loyalton			Zip:	96118			
Phone:	530-993-6770		Ext.			FAX:	530-993-6790	
E-Mail Address:	jthompson@sierracounty.ca.gov							

8 MCAH INVOICE CONTACT (Only complete if different from #7)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

9 PERINATAL SERVICES COORDINATOR (PSC)								
Name:	Shanna Anseth, RN, PHN							
Title:	PSC							
Mailing Address:	PO Box 7							
City:	Loyalton			Zip:	96118			
Phone:	530-993-6705		Ext.			FAX:	530-993-6790	
E-Mail Address:	sanseth@sierracounty.ca.gov							

10 AFLP DIRECTOR (Only complete if different from MCAH Director)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

11 AFLP COORDINATOR (Only complete if different from #10)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

12 AFLP BUDGET CONTACT								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

13 AFLP INVOICE CONTACT (Only complete if different from #12)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

14 BLACK INFANT HEALTH (BIH) COORDINATOR

Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

15 BIH BUDGET CONTACT

Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

16 BIH INVOICE CONTACT (Only complete if different from #15)

Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

17 FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR

Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT						
Name:	Shanna Anseth, RN, PHN					
Title:	SIDS Coordinator					
Mailing Address:	PO Box 7					
City:	Loyalton				Zip:	96118
Phone:	530-993-6705	Ext.:		FAX:	530-993-6790	
E-Mail Address:	sanseth@sierracounty.ca.gov					

19 CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/ NURSING SUPERVISOR						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.:		FAX:		
E-Mail Address:						

20 OTHER						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.:		FAX:		
E-Mail Address:						

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original Signature of Official authorized to
commit the Agency to an MCAH Agreement

Health and Human Services Director
Title

Darden Bynum _____
Name (Type or Print) Date

Original Signature of MCAH/AFLP Director

MCAH Director
Title

Shanna Anseth _____
Name (Type or Print) Date

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Sierra

Agreement/Grant Number: 201546

Compliance Attestation for Fiscal Year:2015-16

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or “is a witness to the fact that the programs comply with the requirements of the statute”. The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

Sierra County
Agency Name

201546
Agreement/Grant Number

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

08/01/2015
Date

Shanna Anseth
Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
 - (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
 - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Sierra County Maternal Child and Adolescent Health Community Profile 2015-2016

Section 1 – Demographics

	Local	State
Our Community		
Total Population ¹	3146	37,826,160
Total Population, African American	4	2,203,540
Total Population, American Indian/ Alaskan Natives	33	164,381
Total Population, Asian/Pacific Islander	1	5,035,603
Total Population, Hispanic	243	14,501,606
Total Population, White	2824	14,953,617
Total Live Births	23	503,763
Our Mothers and Babies		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy ²	76.2	83.6%
% of births covered by Medi-Cal ²	54.8	47.0%
% of women ages 18-64 without health insurance ³	18.9	22.4%
% of women giving birth to a second child within 24 months of a previous pregnancy ²	25.6	38.5%

	Local	State
Our Mothers and Babies (continued)		
% live births less than 37 weeks gestation ²	10.6	9.8%
Gestational diabetes per 1,000 females age 15-44	0	8.1
% of female population 18-64 living in poverty (0-200% FPL) ³	34.1	35.0%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	0	15.7
Unemployment Rate ⁴	13.2	11.5
Our Children and Teens		
Teen Birth Rate per 1,000 births (ages 15-19) ²	13.0	28.4
Motor vehicle injury hospitalizations per 100,000 children age 0-14	0	17.3
% of children, ages 0-18 years living in poverty (0-200% FPL) ³	47.3	46.8%
Mental health hospitalizations per 100,000 age 15-24	##	1,348.6
Children in Foster Care per 1,000 children ⁵	14.1	6.5
Substance abuse hospitalization per 100,000 aged 15-24	##	691.2

Data sources: ¹CA Dept. of Finance population estimates 2012, ²CA Birth Statistical Master Files 2010-2012, ³US Census Bureau - Small Area Health Insurance Estimates 2010-2012, ⁴CA Employment Development Dept. 2010-2012, ⁵Data from CA Child Welfare Indicators Project, UC Berkeley 2010-2012

Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

1) Sierra County is a rural county spread over approx 950 square miles, separated by a mountain range into East and West. Loyalton is our largest city with 750 residents, Downieville is the second largest with 200 residents, then multiple small towns throughout the county with total census being 3146 (2010 Census).

2) Agriculture and Government agencies (HHS, School, USFS) are the main employers, tourism increases dramatically during the summer and fall. Loyalton is approximately 40 miles from larger towns such as Reno and Truckee, therefore many residents commute out of town for work.

3)The county's two largest cities/towns are very accessible for walkability and bike-riding with well-maintained sidewalks. Many children ride bikes to school during spring and summer although most are driven via private vehicle or school buses. Those who live in town can easily walk to the store, medical clinic, school, etc. There is no public transportation in Sierra County but both sides of the county offer the Senior Van for transportation to Reno, Truckee or Grass Valley at the cost of \$8/trip on a first come, first serve basis.

Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

There are two medical clinics providing basic health care throughout the county, each staffed by an FNP. There are no hospitals or CPSP providers located in Sierra County therefore East-side residents must travel 40 miles to Reno, NV (if they have private insurance), 20 miles to Portola, or 40 miles to Truckee for prenatal care, xrays, lab testing, specialty and acute care. West-side residents travel 50 miles to Grass Valley for their advanced care. The west side of the county operates a primary care mobile van that travels to our most remote areas. This van used to travel to these areas once per week but has since cut back to once per month. Both clinics see Medi-Cal clients but we do not have a dental provider in our county who will see Medi-Cal clients. These clients must travel to Portola, Truckee or Quincy to see a Medi-Cal provider and the wait times for an appointment are quite long. The School District no longer has a School Nurse so the MCAH Director works closely with the school to provide assistance with IZ, flu reporting, communicable disease issues, etc.

Our Medi-Cal Managed Care plans are Anthem Blue Cross and California Health and Wellness.

Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

*Geographic isolation from advanced medical care-Local HCP's are utilizing Telemedicine to help their clients access the specialists they need. Managed care plans are also responsible for providing transportation to appointments if clients are not able to arrange their own transportation.

*Lack of Medi-Cal/Denti-Cal providers-Neighboring Plumas County is researching the possibility of contracting with our local dental provider to lease their Loyalton office one day per week to a Denti-Cal provider.

*High smoking and smokeless tobacco rates- Tobacco Prevention Program Campaign to increase awareness and target children prior to them ever trying smoking or chewing.

*Poverty and lack of job opportunities (13.2%unemployment rate compared to the state which is 12.3%)

IMPORTANT: By clicking this box, I agree to allow the state MCAH Program to post my LHJ's Community Profile on the CDPH/MCAH website.

BUDGET SUMMARY	FISCAL YEAR 2015-16	BUDGET ORIGINAL	BUDGET STATUS ACTIVE	BALANCE
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Version 4.4A-50 Quarterly

Program: Maternal, Child and Adolescent Health	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)				
Agency: 201546 Sierra	MCAH-TV		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E				
SubK:	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
	TOTAL FUNDING	%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		
	ALLOCATION(S) →		80,002								

EXPENSE CATEGORY	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
(I) PERSONNEL	50,471		48,063						2,408		
(II) OPERATING EXPENSES	15,206		14,491				715				
(III) CAPITAL EXPENDITURES											
(IV) OTHER COSTS	5,700		5,432				268				
(V) INDIRECT COSTS	12,618		12,016				602				
BUDGET TOTALS*	83,995	95.25%	80,002		-	1.89%	1,585	2.87%	2,408		
BALANCE(S) →											

TOTAL TITLE V	80,002	→	80,002								
TOTAL -	-	→									
TOTAL -	-	→									
TOTAL TITLE XIX	2,599	→				[50%]	793	[75%]	1,806		
TOTAL AGENCY FUNDS	1,395	→				[50%]	793	[25%]	602		

\$	82,601	Maximum Amount Payable from State and Federal resources
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.		
_____ MCAH/PROJECT DIRECTOR'S SIGNATURE	_____ DATE	_____ AGENCY FISCAL AGENT'S SIGNATURE
		_____ DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	AGENCY FUNDS	MCAH Cnty-N	MCAH Cnty-E
(I) PERSONNEL		53107		53118	53117
(II) OPERATING EXPENSES		48,063			1,806
(III) CAPITAL EXPENSES		14,491		358	
(IV) OTHER COSTS		5,432		134	
(V) INDIRECT COSTS		12,016		301	
Totals for PCA Codes	82,601	80,002		793	1,806

Program: Agency: SubK:	Maternal, Child and Adolescent Health			UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
	201546 Sierra			MCAH-TV		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E			
	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)		
TOTAL FUNDING			%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			

(II) OPERATING EXPENSES DETAIL											% PERSONNEL MATCH		
TOTAL OPERATING EXPENSES		15,206			14,491					715			4.70%
	TRAVEL	1,500	95.30%		1,430			4.70%		71			4.70%
	TRAINING	2,100	95.30%		2,001			4.70%		99			4.70%
1	Communications	1,000	95.30%		953			4.70%		47			
2	Office Supplies	3,000	95.30%		2,859			4.70%		141			
3	Building/General Maintenance	3,364	95.30%		3,206			4.70%		158			
4	Rents/Leases	600	95.30%		572			4.70%		28			
5	Utilities	1,500	95.30%		1,430			4.70%		71			
6	Staff Training	100	95.30%		95			4.70%		5			
7	Collect Calls	42	95.30%		40			4.70%		2			
8	Professional Services	2,000	95.30%		1,906			4.70%		94			
9													
10													
11													
12													
13													
14													
15													

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL											
TOTAL CAPITAL EXPENDITURES											

(IV) OTHER COSTS DETAIL											% PERSONNEL MATCH		
TOTAL OTHER COSTS		5,700			5,432					268			4.70%
SUBCONTRACTS													
1	TBD Educational Speaker	1,000	95.30%		953			4.70%		47			
2													
3													
4													
5													
OTHER CHARGES													
1	Educational Materials	4,700	95.30%		4,479			4.70%		221			Match Available
2													
3													
4													
5													

Program: Agency: SubK:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
	201546 Sierra		MCAH-TV		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E			
	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)	
	TOTAL FUNDING	%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			

(V) INDIRECT COSTS DETAIL										
TOTAL INDIRECT COSTS		12,618		12,016				602		
25.00%	of Total Wages + Fringe Benefits	12,618	95.23%	12,016			4.77%	602		

(I) PERSONNEL DETAIL												
TOTAL PERSONNEL COSTS				50,471		48,063				2,408		
FRINGE BENEFIT RATE		41.80%		14,878		14,168				710		
TOTAL WAGES				35,593		33,895				1,698		
INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES						J-Perf MCF Per Staff	Total Match	
1 SA	MCAH Director	38.00%	70,160	26,661	94.00%	25,061			6.00%	1,600	64.3%	6.00%
2 SA	PSC	7.00%	70,160	4,911	98.00%	4,813			2.00%	98	64.3%	2.00%
3 SA	MCAH Director for SIDS	4.00%	70,160	2,806	100.00%	2,806					64.3%	
4 TBD	Public Health Educator	2.50%	48,611	1,215	100.00%	1,215					64.3%	
5												
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DUTY STATEMENT

MCAH Director

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: MCAH Director #1

County Job Specification: Senior Public Health Nurse

General Responsibilities

The MCAH Director plans, organizes, controls, and leads the MCAH program. The MCAH Director also oversees the Perinatal Services Program and SIDS as the coordinator (PSC). This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

- Planning and Policy Development of the Sierra County MCAH program.
- Coordinate and implement the allocation of MCAH funding. This includes developing budget plans and reviewing quarterly invoicing.
- Evaluate progress toward meeting the program objectives. This includes gathering and analyzing data for program planning, management, and assessment.
- Provide expert medical consultation and case conference collaboration to include addressing strategies to promote access to care and use of Medi-Cal services.
- Collaborate with community providers/agencies/organizations in the planning and development of solutions for barriers to care, increasing health education and health promotion.
- Foster local, regional and state partnerships to improve MCAH services.
- Attend statewide meetings and trainings.
- Collaborate with other agencies and community groups to improve the availability and efficacy of services, and to minimize the duplication of effort.
- Facilitate collaboration, coordination, communication and cooperation among providers of services and advocacy for MCAH programs.
- Attend meetings of various community networks, agencies or individuals that provide services.
- Develop community awareness and support for MCAH programs through outreach activities.
- Provide educational materials and training to medical and social service professionals as well as clients.
- Maintain proper documentation and prepare reports.
- Attend staff meetings and perform documentation of time and expense.
- Ensure MCAH activities meet Title V grant time expenditures for Preventative and Primary Care Services for Children (PPCSC), and Children with Special Health Care Needs (CSHCN).

DUTY STATEMENT

Perinatal Services Coordinator

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: Perinatal Services Coordinator (PSC) #2

County Job Specification: Senior Public Health Nurse

General Responsibilities

Under the general direction of the MCAH Director, the Sr. Public Health Nurse functions in the Perinatal Services Program as its coordinator (PSC). This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

- Promotes, develops and coordinates professional and community resources to serve the multi-disciplinary needs of women of childbearing years and their partners including their families.
- Identifies and interacts with health care providers, key informants in the community, coalitions, etc., for the purpose of sharing analyses of local vital statistics, identifying at risk populations and conducting surveys to assess health needs in the community.
- Identifies barriers to the provision of health and human services for MCAH population.
- Participates in outreach activities that improve community health indicators for women and their partners, children, and their families.
- Participates in quality assurance activities that improve community health indicators for women and their partners, children and families.
- Provides on-going liaison with the community and health care providers around issues of preventive health services, medical care, and program policy and regulations.
- Educates the health care providers and the community about the components of preconception and interconception health, the reproductive life plan, and breastfeeding.
- Responsible for local CPSP Program monitoring such as : coordinating and facilitating a process to improve provider protocols, staff orientation, improvement in provision and receipt of perinatal services; facilitating provider specific quality improvement process (ie. identifying barriers to perinatal care, improving office/administrative systems to track client follow-up and completion of referrals, improving care coordination and resource utilization ; and coordinating and conducting provider QA visits that involve any of the following : chart reviews, administrative review or CPSP component observation and staff interview

- Responsible for providing consultation and technical assistance in the completion of the CPSP application process and required provider agreements, and the submission of final recommendation to state MCAH regarding provider application.
- Provides technical assistance to the CPSP providers in the implementation of required CPSP components.

DUTY STATEMENT

SIDS Coordinator

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: SIDS Coordinator #3

County Job Specification: Senior Public Health Nurse

General Responsibilities

Under the general direction of the MCAH Director, the Sr. Public Health Nurse functions as the SIDS coordinator. This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

- Promotes community awareness of safe sleeping measures and patient education regarding SIDS prevention.
- Provides CPSP providers and home visitors with information regarding SIDS risk factors and safe sleeping.
- Follow up with families who have experienced a SIDS death by making contact, offering support, resource information, and sending a report to the State SIDS Program.
- Attend quarterly meetings of the Northern California SIDS Advisory Group and the Annual SIDS Conference.
- Review Coroner's Final Reports on possible SIDS diagnosis, infant's sleeping position and other related data.
- Prepare written reports on SIDS and maintain on file all data collection for reporting purposes.

DUTY STATEMENT

Public Health Educator

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: Public Health Educator #4

County Job Specification: Public Health Educator

General Responsibilities

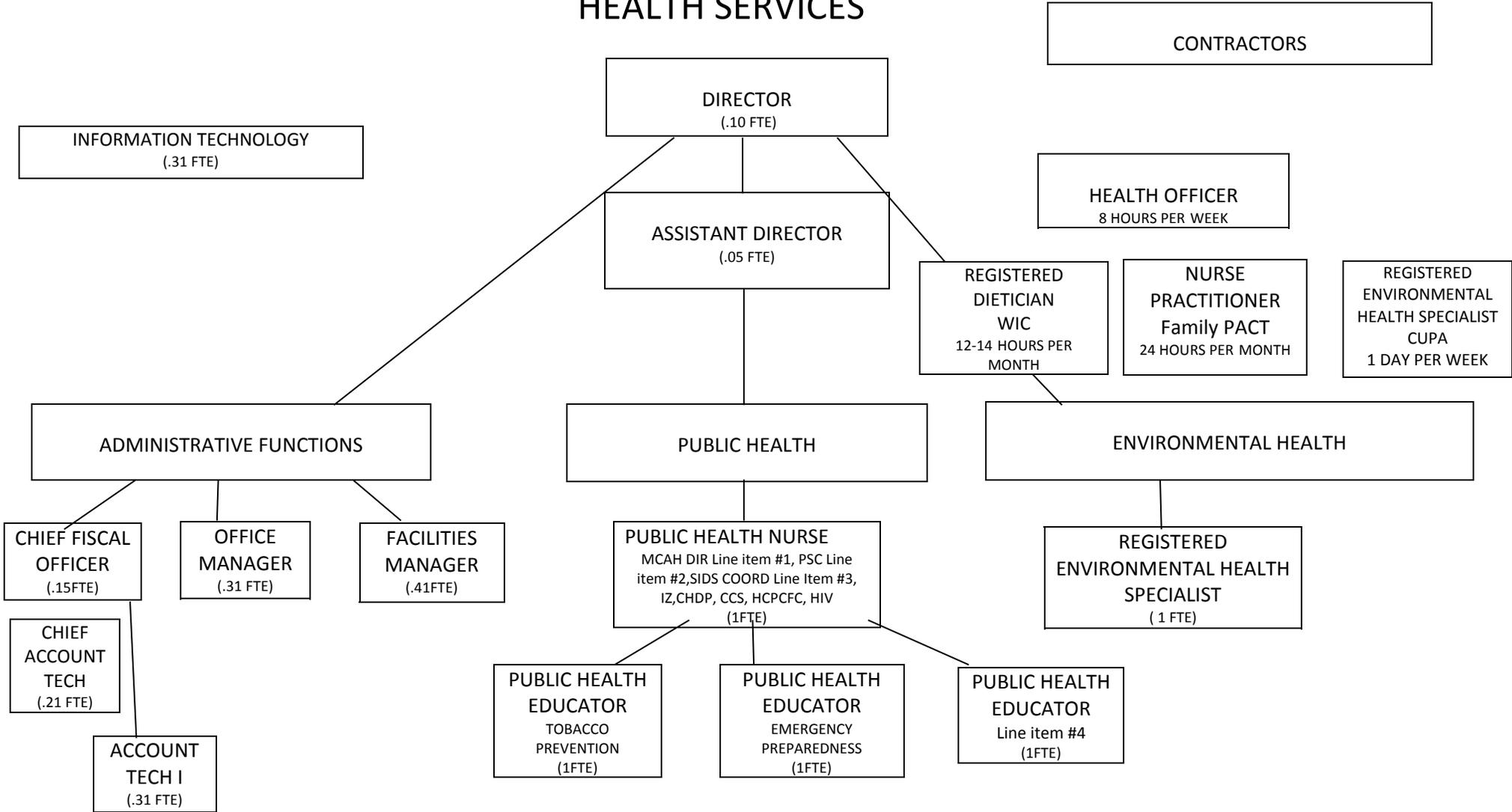
Under the general direction of the MCAH Director, the Public Health Educator carries out the following duties and others as assigned.

Specific Duties

- Promotes Maternal, Child and Adolescent Health.
- Work in conjunction with MCAH Director to conceptualize, develop and maintain public health education programs.
- Develop and present trainings, workshops, and classes that promote public health practices and education.
- Collect, analyze and report on public health program data and disseminate information to appropriate partners.

SIERRA COUNTY HEALTH AND HUMAN SERVICES

HEALTH SERVICES





RON CHAPMAN, MD, MPH
Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

November 14, 2012

Jane Maddox, Director
Sierra County Health and Human Services
P.O. Box 7
202 Front street
Loyalton, CA 96118

Dear Ms. Maddox:

MCAH ALLOCATION #2012-46
REQUEST FOR NEW MCAH DIRECTOR APPROVAL

The Maternal, Child and Adolescent Health (MCAH) Program Standards Branch has reviewed and approved your request dated October 3, 2012 to appoint Shanna Anseth, Public Health Nurse (PHN) to be MCAH Director at 0.40 FTE and Perinatal Services Coordinator at 0.10 FTE effective September 1, 2012. For a county with the population and number of births of Sierra County, the MCAH Division requires MCAH Director staffing with a PHN at no less than 0.25 FTE and recommends PSC staffing at no less than 0.25 FTE.

The Branch based this approval on the following: Ms. Anseth has a Bachelor of Science degree in Nursing, is a PHN, and has varied nursing experience, including 16 years of hospital nursing experience and national certification in obstetric nursing. Therefore, the Branch finds that this staffing meets MCAH program credentialing and FTE staffing requirements.

Please keep a copy of this approval letter in your MCAH files for audit purposes, and submit a copy of this letter with each MCAH Agreement Funding Application submitted while the approval is in effect.

If there are any questions about this letter, or the MCAH Program, please contact your Nurse Consultant, Mary Wieg, PHN, MBA, at (916) 650-0375.

Sincerely,

Karen Ramstrom, DO, MSPH, Chief
Program Standards Branch
Maternal, Child and Adolescent Health Division

cc: See next page

Ms. Jane Maddox
Page 2
November 14, 2012

cc: Jonathan Alspektor, Contract Manager
Allocation and Matched Funding Unit
Program Allocations, Integrity, and Support Branch
Maternal, Child and Adolescent Health Division

Mary Wieg, PHN, MBA
Nurse Consultant III
Program Standards Branch
Maternal, Child and Adolescent Health Division

MCAH-central file

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Program
Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least one objective in each of Goals 1 and 2 and 2 objectives for Goal 3, a SIDS objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3, Objectives 3.5-3.7 and 3.8. In the second shaded column, Intervention Activities to Meet Objectives, insert the number and percent of cases you will review for the fiscal year. If resources allow, LHJs should also develop additional objectives, which they may place under any of the Goals 1-6. All activities in this SOW must take place within the fiscal year. Please see the MCAH Policies and Procedures Manual for further instructions on completing the SOW.

<http://www.cdph.ca.gov/services/funding/mcah/Pages/LocalMCAHProgramDocuments.aspx>

The development of this SOW was guided by several public health frameworks listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- The Ten Essential Services of Public Health: <http://www.cdc.gov/nphsp/essentialServices.html>;
- The Spectrum of Prevention: <http://www.preventioninstitute.org/component/taxonomy/term/list/94/127.html>
- Life Course Perspective: <http://mchb.hrsa.gov/lifecourseresources.htm>
- The Social-Ecological Model: <http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- Social Determinants of Health: <http://www.cdc.gov/socialdeterminants/>
- Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website at:

<http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx>

FIMR LHJs are required to comply with requirements as stated in the FIMR Policies and Procedures Manual:

<http://www.cdph.ca.gov/services/funding/mcah/Pages/FIMRDocuments.aspx>

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs with the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 1: Increase access and utilization of health and social services (cross-cutting)

- Increase access to oral health services¹
- Increase screening and referral for mental health and substance use services¹
- Increase utilization of preventive health services¹
- Target outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits ².

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.1-1.6 All women of reproductive age, pregnant women, infants, children, adolescents and children with special health care needs (CSHCN) will have access to: <ul style="list-style-type: none"> • Needed and preventive medical, dental, mental health, substance use services, and social services • Early and comprehensive perinatal care • An environment that maximizes their health 	Assessment 1.1 Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health and access/barriers to the provision of: <ol style="list-style-type: none"> 1. Preventive, medical, dental, mental health, substance use services, and social services 2. Early and comprehensive perinatal care Monitor trends over time, geographic areas and population group disparities. Annually, share your data with your key health department leadership.	Assessment 1.1 Briefly describe the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health, and access/barriers to health and social services (includes preventive, medical, dental, mental health, substance use services, social services and perinatal care). Briefly highlight statistics on: trends over time, geographic areas and population group disparities. Date data shared with the key health department leadership. Briefly describe their response, if significant.	Assessment

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.2 Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.	1.2 Report the total number of collaboratives with MCAH staff participation. Submit Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.	1.2 List policies or products developed to improve infrastructure and address MCAH priorities.
	Policy Development 1.3 Review, revise and enact policies that facilitate access to Medi-Cal, Medi-Cal Access Program (MCAP), California Children’s Services (CCS), Covered CA, Child Health and Disability Prevention Program (CHDP), Women, Infants, and Children (WIC), Family Planning, Access, Care, and Treatment (Family PACT), Text 4 Baby, and other relevant programs.	Policy Development 1.3 Describe efforts to develop policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, Text 4 Baby, and other relevant programs. List formal and informal agreements, including Memoranda of Understanding with Medi-Cal Managed Care (MCMC) plans or other organizations that address the needs of mothers and infants.	Policy Development 1.3 Describe the impact of policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, and other relevant programs.
	Assurance 1.4 Participate in and/or deliver trainings in MCAH and public health competencies and workforce development as resources allow.	Assurance 1.4 List trainings attended or provided and numbers attending.	Assurance 1.4 Describe outcomes of workforce development trainings in MCAH and public health competencies, including but not limited to, knowledge or skills gained, practice changes or partnerships developed.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.5 Conduct activities to facilitate referrals to Medi-Cal, MCAP, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage ²	1.5 Describe activities to facilitate referrals to health insurance and programs.	1.5 Report the number of referrals to Medi-Cal, MCAP, Covered CA, CCS, or other low/no-cost health insurance or programs.
	1.6 Provide a toll-free or “no-cost to the calling party” telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community ² to facilitate linkage of MCAH population to services.	1.6 Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services.	1.6 Report the following: 1. Number of calls to the toll-free or “no-cost to the calling party” telephone information service 2. The number of web hits to the appropriate local MCAH Program webpage

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>1.7 Choose one or more of the following activities to promote family-centered, community-based, coordinated systems of care for all CSHCN².</p> <p>Activities may be performed at the individual, provider (medical and non-medical), and/or community level</p> <ol style="list-style-type: none"> 1. Promote developmental monitoring, screening, identification and referral, including social-emotional (mental health), for infants and young children (0-5yrs) 2. Work with CCS and/or collaboratives to: <ol style="list-style-type: none"> a. Improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS b. Link children with positive screens to needed services c. Disseminate standard messaging regarding developmental screening 3. Other locally developed activities to serve CSHCN (specify activity here) 	<p>1.7 Describe outreach efforts, barriers and opportunities for solutions</p> <ol style="list-style-type: none"> 1. Report the following: <ul style="list-style-type: none"> • Number of children screened and referred • Number and types of providers monitoring, screening and referring children who screen positive to services 2. Activities with CCS or collaboratives to improve: <ol style="list-style-type: none"> a) care coordination for CSHCN b) linking children with positive screens to needed services c) disseminating standard messaging regarding developmental screening 2. Other specific local activities completed <p>Quality Improvement/ Quality Assurance (QI/QA) activities completed</p>	<p>1.7 Describe outcomes of activities conducted to promote:</p> <ol style="list-style-type: none"> 1. Developmental monitoring, screening, identification and referral, including social-emotional (mental health) for infants and young children (0-5yrs) 2. Work with CCS and/or collaboratives to improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS, link children with positive screens to needed services, and disseminate standard messaging regarding developmental screening 3. Other specific local efforts to serve CSHCN 4. Number of children with positive screen who were referred to services 5. Number and types of policies developed 6. Outcomes of QI/QA
<p>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</p>			

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.8 At least one specific short and/or intermediate SMART outcome objective(s) to address access and utilization of health and social services</p> <p>Consider addressing problems related to:</p> <ul style="list-style-type: none"> • Access to preventive and medical health services • Access to dental services • Access to mental health and substance use services • Enrollment in insurance for the MCAH population <p>1.8 By June 30, 2016, convene a collaborative of 6 stakeholders to identify the barriers to accessing health care for women and children.</p>	<p>1.8 List activities to address health disparities, social determinants and barriers to increased access to health and human services here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>1.8 *Survey clients on what services they are having difficulty accessing and identify barriers.</p> <p>*Collaborate with agency program lead staff and outside partners to identify the barriers to accessing health care.</p> <p>*Work together with MMC in problem solving access to health care issues that clients and stakeholders identify.</p>	<p>1.8 Develop process measures for applicable intervention activities here.</p> <p>1.8 *Describe process of engaging agency staff and partners.</p> <p>*List programs and partners.</p>	<p>1.8 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>1.8 * Brief description of barriers/challenges identified.</p> <p>Number of strategies identified, brief description of strategies</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 2: Improve preconception health by decreasing risk factors for adverse life course events among women of reproductive age

- Decrease unintended pregnancies¹
- Decrease the burden of chronic disease¹
- Decrease intimate partner violence¹
- Assure that all pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women ²

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.1-2.3 All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women.	Assurance 2.1 Develop MCAH staff knowledge of the system of maternal and perinatal care. Conduct local activities to facilitate increased access to early and quality perinatal care.	Assurance 2.1 Report the following: 1. List of trainings received by staff on perinatal care 2. List activities implemented to increase access of women to early and quality perinatal care 3. Barriers and opportunities to improve access to early and quality perinatal care	Assurance 2.1 Describe outcomes of the following: 1. Behavior or practice change following receipt of training 2. Activities implemented to increase access to and improve the quality of perinatal care 3. Activities addressing the barriers to improve access to early and quality perinatal care
	2.2 Maintain and manage a network of perinatal providers, including certified CPSP providers. Provide technical assistance or education to improve perinatal	2.2 Describe local network of perinatal providers, including CPSP providers (e.g. concentration of Medi-Cal Managed Care, Fee-for Service, etc) List technical assistance activities provided to perinatal and CPSP providers (e.g. resources,	2.2 Describe adequacy of current network of perinatal providers in meeting the needs of local maternal population. Describe improvement/s in provider knowledge or practice following technical assistance on

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>care access and quality of perinatal services.</p> <p>Conduct activities with local provider networks and/or health plans to improve access to and quality of perinatal services including coordination and integration of care.</p>	<p>referrals, tracking system for follow-up, assessments, interventions, infant care etc).</p> <p>** If above is not applicable to the local site,</p> <p>Summarize perinatal training or education sessions conducted with at-risk, Medi-Cal eligible women.</p> <p>Briefly summarize shared activities performed with current provider networks and/or local health plans to improve access to and quality of perinatal services including coordination and integration of care.</p>	<p>perinatal care access and quality of perinatal services.</p> <p>Describe outcome of shared activities performed with the perinatal provider networks and/or local health plan in improving access to and quality of perinatal services</p>
	<p>2.3 Conduct face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers to ensure that protocols are in place and implemented.</p>	<p>2.3 List the types of CPSP provider QA/QI activities conducted during site visits.</p> <p>Report the number of actual site visits conducted with enrolled CPSP providers</p>	<p>2.3 Describe the results of QA/QI activities that were conducted.</p>
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
<p>2.4 At least one specific short and/or intermediate SMART outcome objective(s) to address the health of</p>	<p>2.4 List activities to improve access to early, adequate and high quality perinatal care and maternal health here.</p>	<p>2.4 Develop process measures for applicable intervention activities here.</p>	<p>2.4 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>mothers/women is required here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Late initiation of prenatal care and/or inadequate prenatal care • Perinatal mood and anxiety disorders • Partner/family violence • Burden of chronic disease • Unintended pregnancy <p>2.4a By June 30, 2016, the MCAH Director will have 13 agency programs incorporate and implement preconception health messaging within the agency and community.</p> <p>2.4b By June 30, 2016, survey WIC and MCAH clients to identify the barriers to accessing early and adequate prenatal care for pregnant women.</p>	<p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qj/corefcns.htm</p> <p>2.4a *Assess current preconception health messaging.</p> <p>*Identify and collaborate with potential agency programs to incorporate messaging/activities.</p> <p>*Train program lead staff how to utilize preconception health messaging and refer clients as appropriate.</p> <p>2.4b *Survey Hold focus groups with clients on what challenges they are having accessing early and adequate prenatal care.</p> <p>*Collaborate with HCP and community partners to decrease</p>	<p>2.4a *List current preconception health activities and messaging in programs.</p> <p>*List which programs were included, successes and barriers, and types of training they received.</p> <p>*Number of preconception activities in place by programs, activity type and target population served.</p> <p>2.4b *List # of meetings, # of clients and findings.</p> <p>*Describe process of engaging agency staff and partners.</p>	<p>2.4a Number of relevant agency programs incorporating preconception health messages/ 13 out of 18 programs</p> <p>2.4b *Brief description of barriers/challenges identified.</p> <p>Number of strategies identified to access early and adequate prenatal care for pregnant women , brief description of strategies</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>barriers for women to access services.</p> <p>*Develop a system to track the number of women accessing care and time in pregnancy care is accessed.</p> <p>*Educate clients on the importance of early prenatal care.</p>		

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 3: Reduce infant morbidity and mortality

- Reduce pre-term births and infant mortality¹
- Increase safe sleep practices¹
- Increase exclusive breastfeeding initiation and duration ¹

The shaded area represents required activities. Nothing is entered in the shaded areas, except for FIMR LHJs.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
3.1-3.2 All infants are provided a safe sleep environment	3.1 Assurance Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services ³ .	3.1 Assurance (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	
	3.2 Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health ³ .	3.2 Provide staff member name and date of attendance at SIDS Annual Conference/training(s) and other conferences/trainings related to infant health.	3.2 Describe results of staff trainings related to infant health.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
<p>3.3 At least one specific objective(s) addressing infant safe sleep practices or SIDS risk reduction community health education is required here.</p> <p>3.3 By June 30, 2016 parents of newborns enrolled in WIC and MCAH programs will <u>demonstrate verbalize</u> increased knowledge and intention to follow safe infant sleep practices and SIDS risk reduction.</p>	<p>3.3 List activities to promote infant safe sleep and SIDS risk reduction education activities to the community here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>3.3 *Survey clients on what knowledge they have of SIDS and the associated risk factors.</p> <p>*Distribute <u>and engage parents with</u> NICHD Safe to Sleep materials to parents.</p> <p>*Utilize website, newspaper, and community events to promote safe infant sleep in our county.</p>	<p>3.3 Develop process measures for applicable intervention activities here.</p> <p>3.3 *List # of meetings, # of clients and findings.</p> <p>*List materials provided.</p>	<p>3.3 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>3.3 *Brief description of barriers/challenges identified.</p> <p>Number of parents <u>verbalizing demonstrating</u> increased knowledge and intention to follow safe infant sleep practices and SIDS risk reduction/ the total number of new parents educated</p>
<p>3.4 At least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health is required here.</p>	<p>3.4 List activities to improve perinatal/infant health here.</p> <p>Organize intervention activities and performance measures using the three core functions of public</p>	<p>3.4 Develop process measures for applicable intervention activities here.</p>	<p>3.4 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objectives that improve infant health may address local problems related to:</p> <ul style="list-style-type: none"> • Prematurity/Low birth weight • Perinatal substance use • Access to enhanced perinatal (neonatal) services <p>3.4a By June 30, 2016, survey WIC and MCAH clients to identify barriers to physical activity and proper nutrition</p> <p>3.4b By June 30, 2015, 75% of women of reproductive age accessing WIC, Family Planning and IZ services will identify one way they can prevent prematurity.</p>	<p>health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>3.4a *Survey clients on what knowledge they have on preventing obesity, what resources they currently have and what challenges they report.</p> <p>*Collaborate with HCP and community partners to identify behaviors of obese clients and challenges they report.</p> <p>*Teach clients how to develop a small garden and provide fresh vegetables for their family.</p> <p>3.4b *During 1:1 interaction with WIC, Family Planning and IZ clients MCAH staff will distribute educational material that is created by March of Dimes and CDPH and have clients verbalize their understanding.</p> <p>*Prematurity Prevention messages and links placed on the county website.</p>	<p>3.4a *List # of meetings, # of clients and findings.</p> <p>*Describe process of engaging agency staff and partners.</p> <p>3.4b *Briefly describe activities, messaging and educational material used to prevent prematurity.</p> <p>*Describe the process used to determine or evaluate women’s understanding of preventing premature birth (group engagement, posttest, demonstration, statement of commitment, interview, etc.)</p>	<p>3.4a *Brief description of barriers/challenges identified.</p> <p>Number of strategies identified to address barriers or promote and practice nutrition and , brief description of strategies</p> <p>3.4b Number of women of reproductive age accessing WIC, Family Planning and IZ services who identify one way they can prevent prematurity/75% of WIC, Family Planning and IZ clients (estimate is 45/60).</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)	
	* Utilize various boards/coalitions to coordinate activities/messaging aimed at prematurity prevention.			
For FIMR LHJs Only: 3.5-3.7 Preventable fetal, neonatal and postneonatal deaths will be reduced.	For FIMR LHJs Only: Assessment 3.5 Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and postneonatal deaths.	For FIMR LHJs Only: Assessment 3.5 Submit number of cases reviewed as specified in the Annual Report table.	For FIMR LHJs Only: Assessment 3.5 Submit periodic local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).	
	Assurance 3.6 Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and postneonatal deaths, and make recommendations to address these factors.	Assurance 3.6-3.7 Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.		
	3.7 Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.			

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
For FIMR LHJs Only: 3.8 One objective addressing the development of interventions to prevent fetal, neonatal, and postneonatal deaths is required here.	For FIMR LHJs Only: 3.8 Based on CRT recommendations, identify and implement at least one intervention involving policy, systems, or community norm changes here.	For FIMR LHJs Only: 3.8 Develop process measures for applicable intervention activities here.	For FIMR LHJs Only: 3.8 Develop short and/or intermediate outcome- related performance measures for the objectives and activities here.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 4: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight

- Increase exclusive breastfeeding initiation and duration¹
- Increase consumption of a healthy diet¹
- Increase physical activity¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.1 Add specific short and/or intermediate SMART outcome objective(s) here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Exclusive breastfeeding initiation and duration. • Overweight/obesity – children, adolescents, or women. <p>4.1 By June 30, 2016 all school age children in <u>3</u> Sierra County schools will identify at least one way to improve their nutrition and physical activity.</p>	<p>4.1 List activities to meet the Outcome Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>4.1 *Utilize educational material from Dairy Council of CA, CDPH, etc. to educate children in classroom setting on obesity prevention.</p> <p>*Educational materials and planned activities will be provided during Back to School night, Kindergarten Roundup, Hands on Health Express, Health Fair and Dental Fair.</p> <p>* Teach clients how to develop a small garden and provide fresh vegetables for their family.</p> <p>* Develop process of evaluating the ability of children to identify ways to improve nutrition and</p>	<p>4.1 Develop process measures for applicable intervention activities here.</p> <p>4.1 *Briefly describe activities, and educational material used to promote obesity prevention.</p> <p>*Brief description of challenges and successes in educating children, parents and teachers and collecting data to demonstrate that the objective was achieved.</p> <p>*Describe the process of evaluating whether children can identify ways to improve nutrition and physical activity.</p>	<p>4.1 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>4.1 Number of school age children in Sierra County schools who have identified at least one way to improve their nutrition and physical activity/number of school age children in Sierra County</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	physical activity (questionnaire, questionnaire, interview, focus groups, etc.)		

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 5: Improve the cognitive, physical, and emotional development of all children

- Reduce unintentional injuries¹
- Reduce child abuse and neglect¹
- Provide developmental screening for all children¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>5.1 Add specific short and/or intermediate SMART outcome objective(s) here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Childhood injury • Child abuse and neglect • CSHCN <p>5.1 By June 30, 2016, develop a plan to promote oral health for pregnant women and children.</p>	<p>5.1 List activities to meet the Outcome Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>5.1 *Collaborate with WIC, First 5 and CHDP to develop a plan to promote oral health and promote and provide a Dental Fair, to include oral exams and fluoride varnish, for Pre-K children.</p> <p>*Collaboration to decide Oral health messages and links which will placedbe placed on county website.</p> <p>*Partner with the School District to provide oral health education.</p>	<p>5.1 Develop process measures for applicable intervention activities here.</p> <p>5.1 *Briefly describe activities and educational material used to promote oral health.</p> <p>*Briefly describe knowledge gained from educational interventions.</p> <p>*List oral health messages chosen.</p> <p>*Number of agencies/departments that have agreed to distribute outreach material to clients.</p>	<p>5.1 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>5.1 *Brief description of the status of the oral health promotion plan.</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 6: Increase conditions in adolescents that lead to the improved adolescent health

- Decrease teen pregnancies¹
- Reduce teen dating violence, bullying and harassment¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>6.1 Add specific short and/or intermediate SMART outcome objective(s) here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Adolescent sexual health • Adolescent pregnancy • Adolescent injuries • Adolescent violence • Adolescent mental health <p>6.1 By June 30, 2016, 75% of Sierra County high school students will demonstrate that they know how to obtain birth control <u>through questionnaire</u>.</p>	<p>6.1 List activities to meet the Outcome Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>6.1 *Engage with high school administrators to determine whether a condom distribution program is available.</p> <p>*Family PACT provider <u>who is a county employee to-will</u> provide birth control education to the Health Classes at the high schools.</p> <p>*Family Planning services, educational material and links placed on county website.</p>	<p>6.1 Develop process measures for applicable intervention activities here.</p> <p>6.1 *Briefly describe birth control educational activities performed with teens.</p>	<p>6.1 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>6.1 *Number of Sierra County high school students will demonstrate that they know how to obtain birth control/75% of Sierra County high school students (estimate 19/25)</p>

1 2001-2015 Title V State Priorities
 2 Title V Requirement
 3 State Requirement

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health and Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: 530-993-6701

AGENDA ITEM: Professional Services Agreement between the County of Plumas and the County of Sierra for Ryan White HIV services and adoption of resolution authorizing the Director to execute said agreement.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Sierra County is a member of a Five County Consortium to provide case management and outreach services to HIV positive clients. Plumas County is the fiscal agent and sub-contracts to the four counties for services.

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 0515610 Revenue

AMOUNT: \$3,000.00 Annually	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, -- --	IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____



Darden Bynum, LCSW
Director

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, Director, Health & Human Services
Reference: Agenda items
Date of memo: 25 April 2016
Date of Board Meeting: 03 May 2016
Regarding: Board of Supervisor approval for the HIV+ funding

Executive summary: This memo is to request continuation of approval for the cooperative contract with Plumas County for funding through the Ryan White Foundation. Plumas has a multi-county agreement to partner with surrounding counties for the funds and Plumas delivers the service.

Background information: This contract approval request is to continue funding the Ryan White Foundation grant for working with people who have tested positive HIV/AIDS. Before White, AIDS was a disease widely associated with the male gay community, because it was first diagnosed among gay men. That perception shifted as White, an Indiana teenager with a blood disease and other prominent HIV-infected people, appeared in the media to advocate for more AIDS research and public education to address the epidemic. The U.S. Congress passed a major piece of AIDS legislation, the Ryan White Care Act, shortly after White's death. The Act has been reauthorized twice; Ryan White Programs are the largest provider of services for people living with HIV/AIDS in the United States. Like the Sierra County cooperative plan with Placer County in mental health, this is a cooperative plan with Plumas in collaboration with four other Counties.

Fiscal Impact: We receive about \$3,000 annually. This funding has been stable since 1990.

Action requested: It is recommended that this program be continued and this request of the Sierra County Board of Supervisors be approved.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

**IN THE MATTER OF
AUTHORIZING DIRECTOR OF HEALTH AND HUMAN SERVICES
TO SIGN PLUMAS COUNTY AGREEMENT No. PARTB1617SCPH,
RYAN WHITE PART B**

WHEREAS, the Sierra County Board of Supervisors approved the Plumas County Public Health Agreement No. PARTB1617SCPH to provide medical case management services to persons with HIV in Sierra County.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Darden Bynum, LCSW, the Director of Sierra County Human Services or his designee to sign the Agreement and all invoices to secure funds.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 3rd day of May, 2016, by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

LEE ADAMS
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

CHRISTIAN CURTIS
County Counsel

**SERVICE AGREEMENT
FOR
SIERRA COUNTY HUMAN SERVICES**

THIS AGREEMENT is made and entered into this 1ST day of April, 2016 (“Effective Date”), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as “County”, and THE COUNTY OF SIERRA, operating through Sierra County Public Health, hereinafter referred to as “Subcontractor”.

WITNESSETH:

- A. **WHEREAS**, County proposes to have Subcontractor provide outreach services to persons with HIV in Sierra County as described herein below; and
- B. **WHEREAS**, Subcontractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. **WHEREAS**, County and Subcontractor desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY SUBCONTRACTOR

1.1. Scope of Services. Subcontractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Subcontractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Subcontractors in similar fields and circumstances in accordance with sound professional practices. Subcontractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Subcontractor’s performance of this Agreement.

1.3. Warranty. Subcontractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Subcontractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description

including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Subcontractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Subcontractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Subcontractor acknowledges that County may enter into agreements with other Subcontractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Subcontractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Subcontractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Subcontractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Subcontractor's compensation shall in no case exceed Three Thousand Dollars (\$3,000.00).

2.2. Contingency of Funding. Subcontractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by the State of California, Department of Health Services, Office of AIDS (Agreement Number 13-20065) and the U.S. Department of Health & Human Services, Health Resources & Services Administration to County. If such funding and/or appropriations are not forthcoming or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Subcontractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Subcontractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Subcontractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Subcontractors' services which have been completed to County's sole satisfaction. County shall pay Subcontractor's invoice within forty-five (45) days from the Date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Subcontractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on March 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Subcontractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Subcontractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

The Subcontractor may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the County of such termination and specifying the effective date thereof.

4.3. Compensation. In the event of termination, County shall pay Subcontractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Subcontractor.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by

Subcontractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Subcontractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Subcontractor shall be at County's sole risk and without liability or legal expense to Subcontractor.

5.0. INSURANCE

5.1 Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and Contractor shall verify subcontractor's compliance.

5.2 Certificates of Insurance. Subcontractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing and services under this Agreement.

5.3 Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Subcontractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Subcontractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Subcontractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Subcontractor in the performance of this Agreement.

Subcontractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Subcontractor or its Project

Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

COUNTY OF PLUMAS:

Andrew Woodruff
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971-9174
(530) 283 – 6357

SUBCONTRACTOR:

Darden Bynum, Director
Sierra County Human Service
P.O. Box 7
Loyalton, CA 96118
(530) 993-6741

6.5. Drug Free Workplace. Subcontractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Subcontractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Subcontractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Subcontractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Subcontractor of Subcontractor's obligation to perform all other obligations to be performed by Subcontractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Subcontractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or

relating in any way with the intentional or negligent acts, error or omissions of Subcontractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Subcontractor and County by a court of competent jurisdiction because of concurrent active negligence of Subcontractor and County Indemnities, Subcontractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Subcontractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Subcontractor is and shall be acting at all times as an independent contractor and not as an employee of County. Subcontractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Subcontractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Subcontractor or any employee, agent, or subcontractor of Subcontractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Subcontractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Subcontractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Subcontractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Subcontractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Subcontractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Subcontractor. County shall indemnify and hold harmless Subcontractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Subcontractor. Subcontractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Subcontractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Subcontractor, or any of its subcontractors, and provided to County may be

subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Subcontractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Subcontractor shall be responsible for its work and results under this Agreement. Subcontractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Subcontractor occurs, then Subcontractor shall, at no cost to County, provide all necessary design drawings, estimates and other Subcontractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Subcontractor will not employ any regular employee of County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Subcontractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A	Scope of Work	1 Page
Exhibit B	Fee Schedule and Budget	1 Page
Exhibit C	Project Schedule	1 Page
Attachment 1	HIV/AIDS Confidentiality Agreement	1 Page
Attachment 2	Certification Regarding Lobbying	1 Page
Attachment 3	Business Associate Agreement	6 Pages
Attachment 4	General Terms and Conditions (GTC 610)	4 Pages
Exhibit D(F)	Special Terms and Conditions	25 Pages
Exhibit E	Additional Provisions	2 Pages

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

SUBCONTRACTOR:

Sierra County Public Health, a political subdivision of the State of California

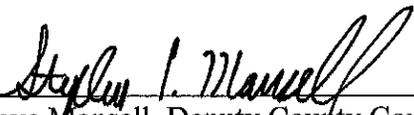
Director Sierra County Human Services

Date: _____

Date: _____

COUNTY OF PLUMAS:

Approve as to form:



Steve Mansell, Deputy County Counsel

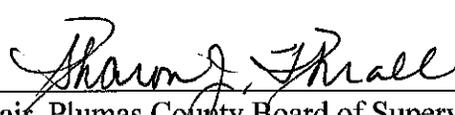
Date: 2/23/16

Approved as to content:



Mimi Hall, Director of Public Health

Date: 2/22/14



Chair, Plumas County Board of Supervisors

Date: 3/8/14

EXHIBIT A - SCOPE OF WORK**Ryan White Required Services:**

The subcontractor will provide outreach services to persons at high risk for HIV in Sierra County.

- Provide targeted HIV outreach services to high-risk individuals in Sierra County, to bring them into HIV testing & counseling and treatment & care services. These outreach & testing services will be provided at such places as the local County Jail, Drug Court, Behavioral Health, and Juvenile Detention, as well to individuals at local high-risk environments.
- Bi-Annual attendance at MCHAC meetings and report on program.

EXHIBIT B - FEE SCHEDULE/BUDGET

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this Agreement.
- B. Invoice(s) Shall:
 - 1) Include backup documentation to support the invoice.
 - 2) Bear the Subcontractors name and Agreement Number exactly as shown on the Agreement.
 - 3) Identify the expense, billing and/or performance period covered on invoice
 - 4) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1 – June 30 th	July 15 th
Second Quarter	July 1 st – September 30 th	October 15 th
Third Quarter	October 1 st – December 31 st	January 15 th
Fourth Quarter	January 1 – March 31 st	April 15 th

- D. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

SUBCONTRACTOR BUDGET			
A. Personnel (List Positions)		%FTE	Amount
S. Anseth, Registered Nurse	\$64,702	.028	\$1,811
			<hr/>
			\$1,811
	Benefits		<hr/>
			\$709
			<hr/>
			\$2,520
B. Operating Expenses			<hr/>
			\$0
			<hr/>
			\$0
C. Other Costs			
Travel			\$160
D. Indirect Costs			\$320
			<hr/>
	Total Budget		\$3,000

EXHIBIT C - PROJECT SCHEDULE

REPORTING AND PERFORMANCE REQUIREMENTS:

1. The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:
 - a) Subcontractor will provide Quarterly Outreach Report Form.

ATTACHMENT 1 - HIV/AIDS Confidentiality Agreement

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC) Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC 121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$2,500 plus court costs, as provided in HSC 121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000 - \$10,000 plus court costs as provided by HSC 121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or fine of up to \$25,000 plus court costs (HSC 121025(e) (3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC 121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offence (HSC 121025(e) (5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (OA), and actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the Director of Plumas County Public Health Agency who in turn shall notify the Chief of the HIV/AIDS Section or designee. OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about person's diagnoses with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions of this Confidentiality Agreement.

Name

Title

Signature

Date

ATTACHMENT 2 - CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the individual or duly authorized representative of the organization listed below, I hereby certify that the individual/organization will comply with the above certification.

NAME OF INDIVIDUAL OR ORGANIZATION	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (IF APPLICABLE)	
SIGNATURE	DATE

ATTACHMENT 3 - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and _____, referred to herein as Business Associate ("BA"), dated _____, 20__.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2);

however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the

event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights

under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(i)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does

not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

COUNTY OF PLUMAS, a political
subdivision of the State of
California

By: _____

By: _____

Print Name: _____

Print Name _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 4 - GENERAL TERMS AND CONDITIONS (GTC 610)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Audit APPROVING PARTY: Van Maddox PHONE NUMBER: 530-289-3273

AGENDA ITEM: Resolution approving delegation of investment authority to the County Treasurer and approving the Sierra County Investment Policy. (AUDITOR)

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This is the annual resolution to comply with State code requiring the Board to reaffirm the delegation of investing authority annually. No changes have been made to the policy. The Investment Guidelines are included for informational purposes

FUNDING SOURCE:
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?
 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No
IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

Resolution No. _____

**Resolution Re-Authorizing Delegation of Investing Authority and
Renew Annual Approval and Approve the Investment Policy**

WHEREAS, pursuant to the provisions of Government Code Sections 27000.1 and 53607, the Board of Supervisors may delegate to the Treasurer the authority to invest or reinvest funds and renew such delegation on an annual basis; and

WHEREAS, pursuant to Sierra County Code 2.56.060, Ordinance 839, the Board of Supervisors approved said delegation to the Treasurer; and

WHEREAS, it is the desire and intent of the Board of Supervisors to affirm the Board's approval and annual renewal of the authority for the Treasurer to invest or reinvest the funds of the County and the funds of the other depositors in the County treasury; and

WHEREAS, pursuant to the provisions of Government Code Sections 53646, the treasurer may annually submit to the Board of Supervisors for their approval the County investment policy.

NOW THEREFORE BE IT HEREBY RESOLVED THAT, the Board of Supervisors hereby affirms and approves the authority and annual renewal to invest funds as provided for under the above referenced provisions of the California Government Code and Sierra County Code; and

AND FURTHERE BE IT RESOLVED THAT, the Board of Supervisors hereby approves the investment policy.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of May, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Lee Adams
Chairman, Board of Supervisors

Attest:

Approved as to Form:

Heather Foster
Clerk of the Board

Christian Curtis
Deputy County Counsel

SIERRA COUNTY INVESTMENT POLICY

Authority

The Board of Supervisors has delegated to the county treasurer the authority to invest and reinvest all of the funds in the County Treasury pursuant to Sierra County Code §2.56.060.

Effective Date

This Investment Policy supersedes all previous policies and is effective on April 7, 2015 until further amended.

Policy Statement

Investments shall be placed in those securities as outlined in this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The investment portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis and, as a result, the balance between the various investments and maturities will change to give the Sierra County Pooled Investment Fund the optimum combination of necessary liquidity and yield based on cash flow projections.

The purpose of this Investment Policy is to establish cash management and investment guidelines for the Sierra County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code §53601, et seq. and this Policy. All portfolio activities will be judged by the standards of the Policy and ranking of the investment objectives. Those activities that violate its spirit and intent will be deemed to be contrary to the Policy.

The County Treasurer has established the Policy and it has been considered and approved by the Board of Supervisors. Copies have been distributed to the legislative bodies of local agencies that participate in the Pooled Investment Fund. (Amended 8/04/09)

Standard of Care

The Sierra County Treasurer is a trustee and therefore a fiduciary subject to the prudent investor standard. The County Treasurer and employees involved in the investment process shall refrain from all business activity that could conflict with the management of the investment program. The County Treasurer and Assistant Treasurer are required to report all gifts and income in accordance with California State law. The Treasurer shall act with care, skill, prudence and diligence to meet the aims of the investment objectives when conducting investment activities and managing public funds.

Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for government purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

1. Safety of Principal - the preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default, broker-dealer default or erosion of market value. The County Treasurer shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk.

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the County's capital base and cash flow.

Market risk, defined as market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

2. Liquidity of Investments - The Pooled Investment Fund should remain sufficiently flexible to enable the County Treasurer to meet all operating requirements which may be reasonably anticipated in any depositor's fund. Historic cash flow trends are compared to current cash flow requirements on an ongoing basis.

3. Yield - The Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified in this Policy.

Authorized Investments

Authorized investments shall include the general categories established by California Government Code (GC) Sections 53601. et seq. and 53635; the State Local Agency Investment Fund (LAIF) authorized in GC Section 16429.1; the California Asset Management Program (CAMP) authorized in GC Section 6509.7 and the Investment Trust of California (CalTRUST) authorized in GC Section 6509.7. As the California Government Code is amended, the Policy shall likewise become amended. The authorized investments, with maximum maturity and portfolio concentration are shown on the Summary of Investment Limitations. (Amended 8/04/09)

No security may be purchased with a final maturity of greater than five years from the date of ownership, unless specific approval has been obtained from the Board of Supervisors at least three months prior to the investment.

Authorized Investments for the Proceeds of Debt Issuance

Certain types of instruments are only allowable for the proceeds of debt issuance, Government Code §53356.03. The Treasurer is authorized to invest the proceeds of debt issuance such as, but not limited to, bonds and tax and revenue anticipation notes (TRANS) in the investments allowable in the resolution, indenture, trust agreement or other document providing for the issuance of the bonds. The earnings from the reinvestment of the proceeds of debt issuance shall not be a part of the investment pool earnings. Such earnings shall accrue to the agency responsible for repayment of the debt. The authorizing sections in the document shall constitute the investment guidelines for each issuance.

(Amended April 17, 2001))

Investment Instrument Guidelines

Guidelines shall be developed for each type of investment authorized to allow the Investment Policy to be properly implemented. The guidelines will establish limits as to the amount of funds that can be placed in any one type of investment and in the securities (or deposits in) any one company. These limits will be based on the percentage each represents of surplus funds at the time of each purchase. Included in the guidelines will be a brief description of each type of security, legal authority, credit requirements, collateral requirements (if any), risk factors and other characteristics. The Investment Guidelines are attached to and are a part of this Policy.

Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity. These shall include but are not limited to: inverse floaters, range notes and interest only strips derived from a pool of mortgages.

Safekeeping of Securities

To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the Pooled Investment Fund shall be held in safekeeping by a third party bank trust department, acting as agent for the County Treasurer under the terms of a custody agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the County Treasurer's safekeeping agent.

Certificates of deposit shall be safe kept in the County Treasurer's safe. (Added April 17, 2001)

Securities held in custody for the Pooled Investment Fund shall be independently audited on an annual basis to verify investment holdings.

Criteria for Selecting and Qualifications of Broker/Dealers and Financial Institutions

All transactions initiated on behalf of the Pooled Investment Fund shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York or financial institutions that directly issue their own securities.. The primary dealers and financial institutions must have a strong industry reputation and must have an investment grade rating from at least two national rating services, if applicable. The County Treasurer or the investment advisor shall maintain an Approved List of Broker/Dealers and Financial Institutions

Broker/Dealers and financial institutions which have exceeded the political contribution limits within a four year period to the County Treasurer or any member of the Board of Supervisors or any candidate for those offices, are prohibited from transacting business with the Sierra County Treasurer.

Each Broker/Dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of these materials and this acknowledgment shall be considered evidence that the dealer understands the County Treasurer's investment policies and intends to sell the County Treasurer only appropriate investments authorized by this Policy.

Competitive Bidding

Competitive bids shall be obtained when purchasing or selling securities whenever practical.

Investment Strategy

An economic scenario shall be developed and maintained to assist in developing an investment strategy. An investment strategy will be developed to help optimize earnings based upon liquidity needs and the economic scenario. Investments will be selected taking many variables into consideration. Several of the most important variables will be the shape of the yield curve, the anticipated change in that curve and the relative value of available securities. Proper use of the yield curve will involve not only purchasing securities with desirable maturities, but also swapping from existing portfolio securities with less desirable maturities into those with maturities that are perceived as currently more advantageous or into securities with more relative values. The average maturity of the portfolio will be shortened or lengthened primarily depending upon the expectations of future interest rates.

Cash Flow

Cash flow shall be analyzed and compared with the investment maturity schedules so that adequate cash will be available to meet disbursement requirements as well as developing a basis for the investment strategy.

An adequate percentage of the portfolio should be maintained in liquid short-term securities that can be converted to cash if necessary to meet disbursement requirements.

Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk. The County Treasurer shall also have the option of depositing funds with the Local Agency Investment Fund, especially to help meet liquidity requirements.

Method of Calculating Costs and Yield

Calculations for the treasurer's investment fee for costs of managing the investment portfolio include but are not limited to: investment management, accounting for the investment activity, custody of the assets, receiving and remitting deposits, oversight controls and costs, and indirect and overhead expenses as authorized in Government Code §27013. The fee is based upon actual costs and is subtracted from gross interest earnings on a quarterly basis prior to distribution of net interest earnings to all funds.

(Amended April 17, 2001)

Earnings Distribution

Interest earnings shall be allocated quarterly according to each fund's average daily cash balance as a percentage of the total investment pool. Earnings shall be the net of accrued and received interest, amortized premiums, accreted discounts and profit or loss on the sale or trade of a security attributable to the quarter being apportioned plus adjustments from prior quarters. The interest shall be apportioned as of the last day of the quarter and added to each participating fund's balance in the Pooled Investment Fund. The interest apportionment report shall show the gross interest, treasurer's administrative fee and net interest allocated to each fund that earns interest as a part of the investment pool.

Monitoring and Reporting of the Portfolio

Quarterly, the County Treasurer will provide to the Treasury Oversight Committee, the Board of Supervisors and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. The report will list the type of investment, name of the issuer, maturity date, par amount, adjusted cost amount and market value of each investment. Additionally, the report will list the weighted average maturity, pricing source, a statement of compliance with the Investment Policy and a statement of the Fund's ability to meet the expected expenditure requirements for the next six months.

Withdrawal Requests

The County Treasurer will honor all requests to withdraw funds for normal cash flow that are approved by the Sierra County Auditor at a one dollar net asset value. Any requests to withdraw funds for purposes other than cash flow such as for external investing, shall be subject to the consent of the County Treasurer. In accordance with Government Code §27136 et seq. and §27133(h) et seq., such requests for withdrawals must first be made in writing to the County Treasurer. These requests are subject to the County Treasurer's consideration of the stability and predictability of the Pooled Investment Fund, or the adverse affect on the interests of the other depositors in the Fund. Any withdrawal for such purposes shall be at the lower of market value or total adjusted cost of the Pooled Investment Fund as of the end of the month prior to the date of withdrawal.

For outside investors who utilize Government Code §53684, where the County Treasurer does not serve as the agency's Treasurer, any withdrawal request must be made in writing 30 days in advance. These withdrawals will also be at the lower of market value or total adjusted cost of the Pooled Investment Fund as of the end of the month prior to the date of withdrawal.

Terms and Conditions for Outside Investors

Outside local agencies, where the County Treasurer does not serve as the agency's treasurer, may invest in the Pooled Investment Fund through Government Code §53684 et seq. Deposits are subject to the consent of the County Treasurer. The local agency must adopt a resolution authorizing the county treasurer to invest on its behalf and declare the funds deposited with the treasurer as surplus. The local agency legislative body must approve the Sierra County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid at the lower of market value or total adjusted cost of the Pooled Investment Fund as of the end of the month prior to the date of withdrawal. If the County Treasurer deems appropriate, the deposits may be returned at any time. (Amended April 17, 2001)

Limitations on Honoraria

In accordance with Government Code §27133 (d) et seq., this Policy hereby establishes limits for the County Treasurer, individuals responsible for management of the portfolio and members of the Treasury Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a rolling twelve month time period from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the County Treasurer and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria and gratuities in a rolling twelve month time period in excess of \$280. Any violation must be reported to the California Fair Political Practices Commission.

SIERRA COUNTY INVESTMENT GUIDELINES

SUMMARY OF INVESTMENT LIMITATIONS

	<u>* Limit Per Institution</u>	<u>* Limit Per Type of Investment</u>	<u>Maximum Allowable Maturity</u>
Treasuries		100%	5 years
Agencies			
Government National Mortgage Assn.		50%	5 years
Federal Farm Credit System		50%	5 years
Federal Home Loan Bank		50%	5 years
Federal Home Loan Mortgage Corporation		50%	5 years
Federal National Mortgage Association		50%	5 years
Medium Term Corporate Notes	10%	30%	5 years
Negotiable Certificates of Deposit	10%	20%	5 years
Time Certificates of Deposits	15%	50%	5 years
Bankers Acceptances ***	15%	40%	180 days
Commercial Paper ***	10%	40%	270 days
Repurchase Agreements			
Less than 30 days	20%	30%	30 days
Greater than 30 days	10%	30%	365 days
Local Agency Investment Fund	100%	100%	** N/A
California Asset Management Program	100%	100%	** N/A
Investment Trust of California	100%	100%	** N/A

No more than 20% of the portfolio, except Treasuries and Agencies, may be invested in the securities of a single issuer including its related entities.

* Based on total funds at the time the investment decision is made.

** One day availability of funds and no maturity date.

*** Amended 5/21/02

SIERRA COUNTY INVESTMENT GUIDELINES

U.S. TREASURIES AND AGENCIES

INVESTMENTS: Issues of the U.S. Treasury (treasuries or governments), agencies of the federal government, and the Federal National Mortgage Association (FNMA) shall be authorized as acceptable investments for the Pooled Investment Fund.

REASONS: U.S. Treasury issues are judged to be the safest of all investments. Agencies are typically considered the next safest class of securities available. (The Federal National Mortgage Association is now publicly owned, but the investment world still generally groups it with the agencies. For purposes of this recommendation it will be referred to as an agency.) These securities are also very liquid, marketable, and they offer a wide range of available maturities.

LEGAL AUTHORITY: Government Code §53601 of the authorizes local agencies to purchase all of these securities with no limitations as to the amount that can be owned of each.

CHARACTERISTICS: Agencies of the Federal Government are the Federal Home Loan Bank system (FHLB), the Federal Farm Credit System (FFCS), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA).

Securities issued by the GNMA are guaranteed by the Federal Government and it is a general belief that the other agencies carry an "implied" guarantee (excluding FNMA).

Along with treasuries, agencies can be issued in discount form for securities with maturities of one year or less, or with coupons if the maturities are greater than one year. Maturities on these issues can be from just a few days to thirty years.

While all of these securities are classified as agencies, there can be perceived differences in quality and consequently, each can trade at a different yield from each other and treasuries. Issues of the GNMA, because of the government guarantee, are considered the safest of the agencies. The market's perception of the relative quality of issues of the FFCS, the FHLB, FHLMC and FNMA can vary with changes in economic and political environments.

GUIDELINES GOVERNING GOVERNMENT AND AGENCY ISSUES: There should be no restrictions on the amount of dollars to be placed in governments at any one time. As a general guide, no more than 50 percent of surplus funds should be in any one agency at any one time.

SIERRA COUNTY INVESTMENT GUIDELINES

MEDIUM TERM CORPORATE NOTES

INVESTMENT: Medium-term notes (MTNs) shall be authorized as acceptable investments for the investment portfolio of the Pooled Investment Fund.

REASON: Medium-term notes are a suitable investment for maturity requirements of one to five years. High-quality corporate notes are relatively safe as to principal, reasonably liquid and they can offer attractive yields and a wide range of maturities.

DEFINITION: MTNs are negotiable instruments issued by corporations with maturities of nine months to fifteen years. Most are unsecured, although some are collateralized or carry other credit enhancements such as a letter of credit.

LEGAL AUTHORITY: Government Code §53601 allows public agencies to invest a maximum of 30 percent of surplus funds in MTNs with maturities up to five years. Issuers must be operating within the United States and possess ratings in the top three categories (A or better) by two of the three largest nationally recognized rating services (currently Moody's, Standard and Poor's, and Fitch's Rating Services).

HISTORY: MTNs were initially issued by General Motors Acceptance Corporation (GMAC) in 1972. They have become a more prevalent investment since 1982 when the SEC removed some restrictions that had previously hindered their sale. Currently, there are over 100 issuers of MTNs with outstanding notes of over 35 billion dollars.

CHARACTERISTICS: MTNs are generally issued in minimum amounts of \$25,000 or \$100,000 and integral amounts of \$1,000. Interest is calculated on a 30-day month, 360-day year basis and paid semi-annually on two pre-established dates. Floating rate MTNs can pay interest monthly, quarterly, or semi-annually.

Yields on MTNs will normally exceed those on treasuries with comparable maturities by about 10 to 75 basis points. Levels of interest rates, maturities, the quality of each issue, and supply and demand factors will affect available yields.

GUIDELINES GOVERNING MTNs INVESTMENTS: Only MTNs issued by the most stable corporations shall be eligible for purchase. Eligible issuers must be approved by the County Treasurer or the investment advisor.

Up to 30 percent of surplus funds shall be allowed to be placed in MTNs at any one time. No more than 10 percent of surplus funds should be allowed to be placed in the notes of any one issuer at any one time. In combination with any other debt issued by any one corporation or its holding company (excluding repurchase agreements and commercial paper with maturities of seven days or less), no more than 20 percent of surplus funds should be placed in that corporation at any one time.

SIERRA COUNTY INVESTMENT GUIDELINES

NEGOTIABLE CERTIFICATES OF DEPOSIT

INVESTMENT: Domestic and Yankee negotiable certificates of deposit (CDs) shall be authorized as acceptable investments for the Pooled Investment Fund.

REASONS: CDs have become a desirable investment because they offer a good combination of liquidity, marketability, yield, safety and choice of maturities.

DEFINITION: A CD is a negotiable instrument evidencing a time deposit with a bank at a fixed rate of interest for a fixed period of time. A variation is a variable rate CD that periodically changes the interest rate based upon a predetermined index, usually an average of shorter term CDs or treasury bills. CDs are not collateralized and should be considered an unsecured deposit.

Yankee CDs are issued by foreign bank branches in the United States.

LEGAL AUTHORITY: Government Code §53601 allows public agencies to invest in a maximum of 30 percent of surplus funds in CDs.

HISTORY: New York banks began issuing CDs in 1961 in an effort to attract deposits from the national market. A secondary market was created at the same time. Yankee CDs began trading actively in the late 1970's.

CHARACTERISTICS: CDs are coupon bearing, which on CDs with maturities of one year or less is usually paid at maturity. A small percentage of CDs issued have maturities greater than one year and will normally pay interest on a semiannual basis. The majority of CDs are issued in the 30-90 day range. CDs are normally issued in pieces of \$1 million and the normal trading block is \$5 million. The odd-lot market is active, but marketability and yield suffer slightly.

Yankee CDs usually trade at a slight yield premium to domestic CDs, and domestics at a premium to treasuries.

GUIDELINES GOVERNING CD INVESTMENTS: Since CDs are an unsecured deposit, only banks of the highest quality shall be eligible for purchase. Eligible banks must have the highest short-term rating available from at least two national rating services and must be approved by the County Treasurer or the investment advisor.

Because CDs are considered lower quality than BAs, they shall represent a smaller percentage of the portfolio than BAs. That limit shall be 20 percent of funds managed, and no more than 10 percent of those funds shall at any one time be in the CDs issued by a single bank. In combination with any other debt issued by any one bank, (excluding repurchase agreements and commercial paper with maturities of seven days or less), no more than 20 percent of managed funds should be placed in that bank at any one time.

SIERRA COUNTY INVESTMENT GUIDELINES

TIME CERTIFICATES OF DEPOSIT

INVESTMENT: Time Certificate of Deposit (TCDs) shall be authorized as acceptable investments for the Pooled Investment Fund.

REASONS: TCDs can be attractive investments because they offer competitive yields, a wide range of maturities, and a relatively high degree of safety if they are insured and/or issued by a financial institution of high quality.

DEFINITIONS: A TCD is a non-negotiable instrument evidencing a deposit with a financial institution for a fixed period of time and normally for a fixed rate of interest. TCDs can be collateralized with securities or mortgages or, if issued in denominations of \$100,000 or less, they can be insured by the Federal Deposit Insurance Corporation, or other corporations.

LEGAL AUTHORITY: Government Code §53630 allows public agencies to invest in the TCDs of depositories (banks, savings and loan associations, savings associations, savings banks or federally insured loan companies).

HISTORY: Prior to 1975, bank TCDs collateralized with securities were one of the few investments allowed for public agencies. Subsequently, TCDs of other depositories were legalized as investments, the insured portion of TCDs was raised to \$100,000, mortgages could be utilized as collateral, and collateral could be waived in lieu of insurance.

CHARACTERISTICS: TCDs purchased by public agencies pay interest at least quarterly. Maturities are typically one year or less. Because they are non-negotiable, they are non-liquid and cannot be sold or redeemed prior to maturity without suffering a loss of interest. TCDs can be written for any amount, but it has become common practice over the past few years to issue TCDs in \$100,000 denominations to take advantage of the insurance available on that amount.

TCDs covered by insurance typically yield slightly more than TCDs collateralized. Because of recent financial strains suffered by some financial institutions, yields on TCDs issued by different institutions can vary a great deal depending upon the quality and size of the institution. Normally, yields on TCDs issued by larger, more stable (first-tier) banks will be at a slight premium to treasury yields.

GUIDELINES GOVERNING TCD INVESTMENTS: No more than 15 percent of surplus funds shall be placed in TCDs of any one institution at any one time. All TCD deposits shall be fully collateralized as provided for in the Government Code. Waivers of insurance will not be allowed. Eligible banks must have the highest short-term rating available from at least two national rating services. Interest shall be collected monthly when possible.

SIERRA COUNTY INVESTMENT GUIDELINES

TIME CERTIFICATES OF DEPOSIT, cont.

Up to 50 percent of funds being managed may be deposited in TCDs at any one time. Deposits in any one financial institution, in combination with any other debt issued by that institution should equal not more than 20 percent of surplus funds (excluding repos and commercial paper with maturities of seven days or less).

BANKERS' ACCEPTANCES

INVESTMENTS: Domestic and Japanese Bankers' Acceptances shall be authorized as acceptable investments for Pooled Investment Fund.

REASONS: Banker's Acceptances (BA's) are a suitable short-term investment. In addition to providing good yields, they are considered a relatively safe and liquid investment.

DEFINITION: A BA is a time draft drawn on and accepted by a bank for payment of the shipment or storage of merchandise. The initial obligation of payment rests with the drawer, but the bank substitutes its credit standing for that of the borrower and assumes the obligation to pay face value at maturity.

LEGAL AUTHORITY: Government Code § 53635 allows to place up to 40 percent of surplus funds in bankers' acceptances. (Amended 5/21/02)

FOREIGN BA's: During the 1970's foreign banks, and in particular the Japanese agencies, became a competitive force in the U.S., especially in the issuance of BA's. The International Banking Act (IBA) was passed by Congress and signed into law in 1978 to regulate foreign banks. The IBA created a dual state and federal regulatory system. The Fed was authorized to fix reserve requirements for both state and federally licensed agencies of foreign banks. Most states require foreign agencies to maintain assets in an amount not less than 108 percent of the adjusted total liabilities of the agency and to deposit cash or securities with the state equal to five percent of adjusted total liabilities.

HISTORY: A form of BA's was used to finance foreign trade as early as the 12th century and they have been used in the United States for over 100 years. The Federal Reserve allowed national banks to accept time drafts in 1913 to encourage foreign trade and subsequently took action to promote expansion of the BA market. The most dramatic growth of the BA market began in 1974 when the total of BA's outstanding was approximately \$10 billion. Annual volume now approaches \$100 billion.

CHARACTERISTICS: BA's are issued in bearer form and are a discount instrument. Normal trading blocks are \$5 million, but the odd-lot market is active. The majority of BA's are created with a 90-day maturity and rarely extend over 180 days.

SIERRA COUNTY INVESTMENT GUIDELINES

BANKERS' ACCEPTANCES, cont.

Due to the high volume of BA's being traded, they are relatively liquid instruments with spreads between the quoted bid and offer typically being between five and ten basis points, but often brokered for as little as two basis points.

Domestic BA's usually will yield 10 to 20 basis points over Treasury bills, and foreign BA's an additional 10 to 20 basis points. During periods of easy money, the spreads can be substantially less. Likewise, tight money can produce wider yield differentials.

Since BA's are a "two-name paper" they are perceived to be the safest of bank obligations. During the more than 70 years that BA's have been actively traded in the U.S., no loss of principal has been documented.

GUIDELINES GOVERNING BA INVESTMENT: Only the most stable of banks shall be acceptable for purchase. Eligible banks must have the highest short-term rating available from at least two national rating services and must be approved by the County Treasurer or the investment advisor.

Since BA's are a relatively safe investment, the County Treasurer is authorized to invest in BA's up to the 40 percent maximum authorized by law. However, no more than 15 percent of funds in the Pooled Investment Fund shall be placed in the BA's of any one bank at any one time. In combination with all other investments from the same bank (excluding repurchase agreements and commercial paper with maturities of seven days or less), BA's of any one bank should not exceed 20 percent of surplus funds.

COMMERCIAL PAPER

INVESTMENT: Commercial paper (CP) shall be authorized as an acceptable investment for the Pooled Investment Fund.

REASONS: Commercial paper can be an appropriate short-term investment because of yield, liquidity and choice of maturities.

DEFINITION: Commercial paper is an unsecured negotiable instrument normally issued by large and financially sound corporations.

LEGAL AUTHORITY: Government Code § 53635 allows to invest up to 40 percent of surplus funds in commercial paper with maturities not to exceed 270 days. **(Amended 5/21/02)**

SIERRA COUNTY INVESTMENT GUIDELINES

COMMERCIAL PAPER, cont.

HISTORY: The origin of commercial paper can be traced to the 19th Century in the United States where it became a substitute for bank loans.

CHARACTERISTICS: Commercial paper can be issued bearing a coupon or it can be discounted. Maturities never exceed 270 days and the majority of commercial paper is issued for 30 days or less. It can be issued by an "industrial" company or a bank holding company, but not directly by a bank.

Commercial paper can be written for any amount, but normally is issued in increments of \$1 million. There is a secondary market for commercial paper, but it has very limited liquidity compared to the CD or BA markets.

Commercial paper issuers can obtain a letter of credit from a bank to guarantee payment of principal and interest at maturity or a bank line of credit that can be drawn on for such payment. Top grade commercial paper will typically yield about the same as top grade CDs.

RECOMMENDED GUIDELINES GOVERNING CP INVESTMENTS: Commercial paper eligible for purchase by the County Treasurer shall be issued by a company that:

- (1) Has the highest rating offered by Moody's Investors Service, Inc. (A-1), or Standard and Poor's Corporation (P-1).
- (2) Is approved by the County Treasurer or the investment advisor.
- (3) Is organized and operating within the United States.
- (4) Has assets in excess of \$500,000,000.

Maturities of commercial paper shall not exceed 270 days. (Amended 5/21/02)

Purchases of the commercial paper of any one corporation shall not exceed 10 percent of its outstanding paper.

Up to 40 percent of surplus funds may be placed in commercial paper at any one time. (Amended 5/21/02)

No more than 10 percent of surplus funds shall be placed in the commercial paper of any one institution at any one time. In combination with all other investments from the same bank (excluding repurchase agreements of seven days or less) the commercial paper of any one institution shall not exceed 20 percent of surplus funds.

SIERRA COUNTY INVESTMENT GUIDELINES

REPURCHASE AGREEMENTS

INVESTMENT: Repurchase Agreements (repos) shall be authorized as acceptable investment instruments for the Pooled Investment Fund.

REASONS: Repos are one of the most flexible investments available to invest short-term funds, and when proper guidelines are followed, are relatively safe.

DEFINITION: A repo involves two simultaneous transactions. One transaction involves the sale of securities (collateral) by a borrower of funds, typically a bank or broker/dealer in governments or agencies, to a lender of funds. The lender can be any investor with cash to invest. The second transaction is the commitment by the borrower to repurchase the securities at the same price plus a predetermined amount of interest on an agreed future date.

LEGAL AUTHORITY: Government Code §53601 permits repos in any security that is allowed for purchase as defined in that same section of the Code. Collateral must be delivered to the local agency by book entry, physical delivery or third party custodial agreement. Repos shall only be made with primary dealers of the Federal Reserve Bank of New York. Market value of collateral must be equal to at least 102 percent of the repo.

CHARACTERISTICS: Repos can be entered into with any amount of dollars, including odd amounts. They are typically for very short periods, often one day; but it is not unusual for repos to be for periods of up to 180 days and occasionally longer.

Any type of security can be used as collateral, but most often government or agencies securities are utilized. The term of the agreement shall not exceed one year.

The interest rate earned on a repo is a function of short-term borrowing rates, the term of the repo, the size of the transaction, and the quality and supply of the securities used as collateral.

The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than monthly.

The counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

RISK: There are minimal risks involved in a repo transaction if the collateral is priced properly. Caution should be used for repos of greater than 30 days so that market changes do not substantially change the value of the collateral.

SIERRA COUNTY INVESTMENT GUIDELINES

REPURCHASE AGREEMENTS, cont.

GUIDELINES: Repos shall be transacted only with banks and broker/dealers considered reputable and financially strong. Eligible banks or broker/dealers must have the highest short-term rating from at least two national rating services.

Collateral used for repos shall be any security approved for purchase. For repos of 30 days or less, no more than 20 percent of the funds managed by the County Treasurer shall be invested with any one institution.

For repos of over 30 days, no more than 10 percent of the funds managed by the County Treasurer shall be placed with any one institution.

Securities purchased through repurchase agreements shall be considered "owned" and added to the total of those securities (excluding repos of seven days or less). This will prevent percentage limitations on any type of security from being exceeded.

LOCAL AGENCY INVESTMENT FUND

INVESTMENTS: The State of California Local Agency Investment Fund (LAIF) shall be authorized as acceptable for deposit of funds from the County Treasurer.

REASONS: LAIF provides an attractive alternative for short term funds. Yields on LAIF are often higher than short term securities. Withdrawals can be made with short notice (24 hours or less) and the deposits are considered to be very safe.

DEFINITION: LAIF was created in 1977 as a source for California local agencies to pool smaller deposits to obtain the yield and safety advantages inherent to larger portfolios. LAIF deposits are part of the State Treasurer's pooled investment portfolio.

LEGAL AUTHORITY: Government Code §16429.1,2,3 allows a California local agency to place up to \$30 million with LAIF (Amended May, 1999)

GUIDELINES GOVERNING LAIF: There shall be no restrictions on the amount of deposits that can be placed in LAIF.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation APPROVING PARTY: Tim H. Beals PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution authorizing Auditor to implement changes to the Fiscal Year 2015-2016 Transportation Budget to update the budget to align with the approved budget amendment by the Sierra County Transportation Commission.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Sierra County Transportation Commission amended their budget at the meeting of March 23, 2016, and this will update the County budget in accordance.

FUNDING SOURCE: VARIOUS PROGRAMS INCLUDING FTA, STA, PTIMSEA, SALES TAX, CALTRANS RPA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZATION
FOR THE AUDITOR TO MAKE CERTAIN
CHANGES TO THE 2015-2016 BUDGET
- TRANSPORTATION BUDGET**

RESOLUTION 2016-_____

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code Section 29064(b);

NOW, THEREFORE, BE IT RESOLVED THAT the Auditor is hereby authorized to make the following budget changes to the 2015-2016 Final Budget:

Exhibit A replaces the final budget adopted for the 2015-2016 fiscal in its entirety. Funds 055, 853, 854, and 855 shall be adjusted in accordance with attached Exhibit A.

BE IT FURTHER RESOLVED THAT Exhibit A includes funds for the purchase of two capital assets (transit vans) and the Auditor is authorized to make payments or transfer funds upon presentation of purchase orders or other documentation prepared for expenditures under this budget, including for the two transit vans.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of May, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

CHRISTIAN CURTIS
DEPUTY COUNTY COUNSEL

2016 FY OWP Budget Summary

Revenue

ESTIMATE OF AVAILABLE FUNDS FOR LTF & STA 2016 FY

(Based upon Sierra County Auditor 2015 FY midyear estimate)

LTF (FUND 855)

2015 FY Ending Estimated Balance on 1/12/2015	\$	41,362	
2016 FY Estimated LTF	\$	45,000	
Total Estimate Fund 855			\$86,362

Other Transit Assistance (FUND 055)

Section 5311 2014 FY	\$	40,000	
PTMISEA	\$	16,746	
Section 5339	\$	89,867	
Total Estimate Fund 055			\$ 146,613

STA (FUND 854)

2015 FY Ending Estimated Balance on 1/12/2015	\$	36,959	
2016 FY Estimated -STA	\$	15,000	
Total Estimate Fund 854			\$ 51,959

Transit funds Balance **\$284,934**

TRANSPORTATION PLANNING (FUND 853)

Estimated OWPA fund for 2015FY	\$	125,500	
Carryover 2013 RPA funds	\$	-	
Sub total RPA funds			\$125,500

Estimated PPM - PPM is estimated at figure shown in 2010 STIP	\$	16,000	
Prior years PPM - PPM fund not spent in previous years	\$	27,000	
Sub Total PPM Funds			\$43,000

Total RPA & PPM Funds **\$168,500**

TOTAL ESTIMATED SCTC BUDGET **\$453,434**

Expenses

SUMMARY SHEET ALL WORK ELEMENTS

	(RPA) 853	LTF 855	5311 055 PTMISEA 055	STA - 854	PPM/STIP 853	Total all Accounts
Work Element 1	\$15,000	\$1,000	\$0	\$0	\$0	\$16,000
Work Element 2	\$40,000	\$1,000	\$0	\$0	\$0	\$41,000
Work Element 2.1	\$0	\$0	\$0	\$0	\$ 43,000	\$43,000
Work Element 3	\$3,000	\$0	\$0	\$0	\$0	\$3,000
Work Element 4	\$15,000	\$0	\$0	\$0	\$0	\$15,000
Work Element 5	\$1,000	\$0	\$0	\$0	\$0	\$1,000
Work Element 6	\$10,000	\$58,000	\$ 146,613	\$0	\$0	\$214,613
Work Element 7	\$41,500	\$1,000	\$0	\$0	\$0	\$42,500
TOTALS	\$125,500	\$61,000	\$146,613	\$0	\$43,000	\$376,113

For the above table \$58,000 will transfer from 855 to 055 and \$3000 will transfer from 855 to 853.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Planning Dept.
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Agreement for indemnification and Reimbursement for Extraordinary Costs for Karl Moody, Applicant and Landowner: Consideration of a Special Use Permit to allow the temporary occupancy of an "RV" during the construction of a primary residence. The project site, identified as APN 012-162-017, is located at 212 Calpine Ave, Calpine.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE: N/A
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

AGREEMENT FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Karl Moody ("APPLICANT") and Karl Moody ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California, Sierra ("the County") for:

Special Use Permit
1 (The Project)

(APN) 012-162-017

TERMS AND CONDITIONS

1. **Conditions to the Project Approval:** All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Fish & Game pursuant to AB 3158, in the amount of \$2,210.25 for a Negative Declaration, and \$3,070.00 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

2. **Terms of Agreement:** The terms of this Agreement consist of:

- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of _____, 2016.

APPLICANT

Karl Moody
(Signature)
Karl Moody
(Type or print name)

COUNTY

Lee Adams, Chairman
Sierra County Board of Supervisors

APPROVED AS TO FORM:

LANDOWNER

Karl Moody
(Signature)
Karl Moody
(Type or print name)

Christen Curtis
County Counsel

ATTEST:

Heather Foster
Clerk of the Board

**CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"**

A.1 BACKGROUND

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2 A change in an application by means of an amendment, correction or otherwise;
- A.1.3 Opposition to a project;
- A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5 An appeal of a land use decision;
- A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8 Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9 Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10 Hiring of outside consultants

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

A.3 SUBMISSION OF DEPOSIT

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

A.4 RIGHT OF WITHDRAWAL

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

A.5 OBLIGATION AFTER DEPOSIT

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

A.6 FURTHER TERMS AND CONDITIONS

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

Planning staff time billed based on the following formula: Gross salary per hour of each employee x hours billed

- County Counsel - At cost
- County Counsel Staff - \$20 per hour
- Special Counsel - As billed to County
- Consultants - As billed to County
- Other Costs - As authorized by County Ordinance or Resolution

TERMS
EXHIBIT "B"

B.1 DEPOSIT.

B.1.1 "INITIAL DEPOSIT." APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

B.1.2 INCREMENTAL DEPOSITS. The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed \$25,000 without APPLICANT's prior written authorization or assent.

B.1.3 ADDITIONAL DEPOSITS. If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

B.1.4 USE OF DEPOSITS. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

B.1.5 DRAW DOWN OF DEPOSIT. On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

B.1.6 FAILURE OF MAKE DEPOSITS. In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

B.1.7 DEPOSITS IN EXCESS OF COSTS. If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

B.2 OBLIGATION FOR COSTS.

APPLICANT is responsible for all Extraordinary Costs in connection with Application processing and all necessary environmental review processing. In the event that the Extraordinary Costs exceed or are in the opinion of the Director of the PLANNING DEPARTMENT expected to exceed the amount of deposit as set forth in Provision 1 above, the COUNTY may request an additional deposit to cover such Costs or may bill APPLICANT for Costs accrued but unpaid, or both. In the event that APPLICANT objects to making any further payments or deposits, APPLICANT shall only be contractually obligated up to an amount not to exceed twenty percent (20%) over the initial deposit (referred to as "Cost Overruns"). In the event that APPLICANT refuses to make deposits or to pay cost incurred, the COUNTY may close the Project application processing and may seek recovery from the Undersigned for the costs incurred and the party's rights and responsibilities shall be governed under Provision B.1.6 ("Failure to Make Deposits") above.

B.3 PROJECT ACCOUNTING.

The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

B.4 LEGAL DEFENSE.

In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

B.5 INDEMNIFICATION.

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars (\$10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

GENERAL PROVISIONS
EXHIBIT "C"

C.1 INTERPRETATION AND ENFORCEMENT.

C.1.1 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.1.2 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

C.1.3 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.1.4 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.1.5 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.1.6 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.1.7 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.1.7.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.1.7.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.1.8 TERMINCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.1.9 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.1.10 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.1.11 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.1.12 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.1.13 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full

force and effect and shall in no way be affected, impaired or invalidated.

C.1.14 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

C.1.15 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.1.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

C.1.17 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.1.18 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

C.1.19 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

If to "APPLICANT":

Chairman, Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, California 95936

APPLICANT:

LANDOWNER:

<i>Karl Moody</i>	<i>Karl Moody</i>
<i>P.O. Box 829</i>	<i>P.O. Box 829</i>
<i>Tahoe City, CA 96145</i>	<i>Tahoe City, CA 96145</i>

With a copy to:

With a copy to:

County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

D.2 SUPPLEMENTAL TERMS.

none

GOVERNMENT CODE

SECTION 1480-1482

1480. Every officer, agent or employee not required by statute to give an official bond may be required to give an individual official bond, or other form of individual bond, in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county or municipality, by whom such officer, employee, or agent is employed as well as the officer under whom the employee or agent serves.

The appointing power shall obtain the approval of the Department of General Services before requiring any state officer, employee, or agent to give an individual bond pursuant to this section, and before including the name or position or office of any such officer, employee, or agent in a master bond as provided in Section 1481.

1481. (a) When deemed expedient by the appointing power, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent who is required by the appointing power or the board of supervisors of a chartered or general law county to give bond.

(b) Notwithstanding any other provision of law, when deemed expedient by the legislative body of a local public agency, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent of the local public agency, whether elected or appointed, who is required by statute, regulation, the appointing power, the governing board of a local public agency, or the board of supervisors of a chartered or general law county to give bond.

(c) A master bond under this section shall be in the form and for the term which is approved by the appointing power or the legislative body of a local public agency, and shall inure to the benefit of the appointing power, state, or local public agency by whom the officer, employee, or agent is employed as well as the officer or officers under whom the employee or agent serves. If the master bond provides coverage on a public guardian or public administrator, then that master bond shall be for the joint benefit of the guardianship or administratorship estates, and the county to which the bond is issued.

(d) "Local public agency" means any city or county, whether general law or chartered, city and county, special district, school district, municipal corporation, political subdivision, joint powers authority or agency created pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1, or any board, commission, or agency thereof, or other local public agency, but shall not mean the state or any agency or department of the state.

(e) "Legislative body" means the board of supervisors of a county or city, or the governing board, by whatever name called, of a local public agency.

(f) In the case of the State of California, the form and content of the bond shall be subject to the approval of the Director of General Services.

1481.1. For the purposes of Section 1481 the board of supervisors of a county is deemed to be the appointing power of the adult probation officer, his assistants and deputies and the adult probation officer, his assistants and deputies are deemed to be employees of the county in which they are appointed. They may be included as covered employees in any master bond used in such county.

1482. Each such bond may contain a provision authorizing the appointing power to cancel it, if it is an individual bond, or the contract of coverage of any officer, agent or employee covered thereunder, or the entire bond, if it is a master bond.

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

Resolution No. _____

**Resolution Approving Continued Use of
a Master Bond for County Officials**

WHEREAS, pursuant to the provisions of Government Code Sections 1463 and 24150 et seq., the Board of Supervisors, with the approval of the Presiding Judge of the Superior Court, may accept a government crime insurance policy as a master bond covering County officers; and

WHEREAS, a master bond (policy) has previously been issued under the authority of the CSAC Excess Insurance Authority (CSAC-EIA), to provide coverage for County officials with regard to employee dishonesty and failure of any County officer to faithfully perform prescribed duties; and

WHEREAS, it is the desire and intent of the Board of Supervisors to affirm the Board's approval and use of a government crime insurance policy provided by CSAC-EIA as the master bond, as fully complying with the legal requirements for all bonds required to be provided by Officers of the County of Sierra.

NOW THEREFORE BE IT HEREBY RESOLVED THAT, the Board of Supervisors hereby affirms, accepts and approves the continuing use of a government crime insurance policy provided by CSAC-EIA, as attached hereto, as the master bond for County Officers as provided for under the above referenced provisions of the California Government Code. The County Clerk is directed to record and index said government crime policy as the master bond.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of May, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Lee Adams
Chairman, Board of Supervisors

Attest:

Approved as to Form:

Heather Foster
Clerk of the Board

Christian Curtis
Deputy County Counsel

**ATTACHED TO AND FORMING PART OF
NATIONAL UNION FIRE INSURANCE COMPANY
Of Pittsburgh, PA
Policy Number 01-425-57-41**

The attached policy is hereby approved on this 27th day of APRIL, 2016



**CHARLES ERVIN
PRESIDING JUDGE
SIERRA COUNTY COURTS**

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producercompensation or by calling 1-800-706-3102.

POLICY NUMBER:
01-425-57-41
REPLACEMENT OF
POLICY NUMBER:
01-309-61-64

**GOVERNMENT CRIME
POLICY DECLARATIONS**

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Coverage Is Written:

Primary Excess Coindemnity Concurrent

Company Name Area: National Union Fire Insurance Company of Pittsburgh, Pa.	
Producer Name Area: ALLIANT INSURANCE SERVICES, INC. 1301 DOVE ST NEWPORT BEACH, CA 92660-2412	
Named Insured: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)	
(including any Employee Welfare or Benefit Plans)	
Mailing Address: 75 IRON POINT CIRCLE, SUITE 200 FOLSOM, CA 95630	
Policy Period	
From:	June 30, 2015
To:	June 30, 2017 12:01 A.M. at your mailing address shown above.

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft – Per Loss Coverage	\$15,000,000	PER SCHEDULE
2. Employee Theft – Per Employee Coverage	Not Covered	Not Covered
3. Forgery Or Alteration	\$15,000,000	PER SCHEDULE
4. Inside The Premises – Theft Of Money And Securities	\$15,000,000	PER SCHEDULE
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$15,000,000	PER SCHEDULE
6. Outside The Premises	\$15,000,000	PER SCHEDULE
7. Computer Fraud	\$15,000,000	PER SCHEDULE
8. Funds Transfer Fraud	\$15,000,000	PER SCHEDULE

**GOVERNMENT CRIME
POLICY DECLARATIONS**

POLICY NUMBER:
01-425-57-41
**REPLACEMENT OF
POLICY NUMBER:**
01-309-61-64

9. Money Orders And Counterfeit Money	\$15,000,000	PER SCHEDULE
If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.		

Endorsements Forming Part Of This Policy When Issued:
#1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #7, #38, #39, #40 and #41

Cancellation Of Prior Insurance Issued By Us:
By acceptance of this Policy you give us notice cancelling prior policy Nos. 01-309-61-64 ; the cancellation to be effective at the time this Policy becomes effective.

Premium: \$2,598,183

IN WITNESS WHEREOF, the **Insurer** has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



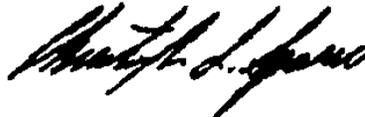
PRESIDENT

National Union Fire Insurance
Company of Pittsburgh, Pa.



SECRETARY

National Union Fire Insurance
Company of Pittsburgh, Pa.



AUTHORIZED REPRESENTATIVE

COUNTERSIGNED AT

DATE

COUNTERSIGNATURE

ALLIANT INSURANCE SERVICES, INC.
1301 DOVE ST
NEWPORT BEACH, CA 92660-2412

250340

GOVERNMENT CRIME POLICY (DISCOVERY FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.i.:

1. Employee Theft – Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft – Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you;
or

- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises – Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

- (2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

5. Inside The Premises – Robbery Or Safe Burglary Of Other Property

- a. We will pay for loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or

- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

- 1. This policy does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise;
- except when covered under Insuring Agreement **A.1.** or **A.2.**

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this policy including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreements **A.1.** and **A.2.** do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Insuring Agreements **A.4.**, **A.5.** and **A.6.** do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
 - (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.
- (2) But, this Exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or

- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.7. does not cover:

a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement A.8. does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this policy is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this policy. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy

- (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

d. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This policy;
- (2) The property covered under this policy;
- (3) Your interest in the property covered under this policy; or
- (4) A claim under this policy.

e. Cooperation

You must cooperate with us in all matters pertaining to this policy as stated in its terms and conditions.

f. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.**, **A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

g. Employee Benefit Plans

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

h. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period shown in the Declarations and up to 3 years afterward.

i. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this policy, which is "discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

j. Inspections And Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs **j.(1)** and **j.(2)** apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

k. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or official of that Insured has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

l. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

m. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this policy.

n. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this policy, our obligations are limited as follows:

(1) Primary Insurance

When this policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this policy.

(2) Excess Insurance

(a) When this policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this policy.

(b) However, if loss covered under this policy is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

o. Ownership Of Property; Interests Covered

The property covered under this policy is limited to property:

(1) That you own or lease; or

(2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this policy must be presented by you.

p. Policy Bridge – Discovery Replacing Loss Sustained

(1) If this policy replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this policy became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) The Other Insurance Condition E.1.n. does not apply to this Condition.

q. Premiums

The first Named Insured shown in the Declarations:

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

r. Records

You must keep records of all property covered under this policy so we can verify the amount of any loss.

s. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this policy, whether made by us or you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this policy;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this policy.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

t. Territory

This policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

u. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

v. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

w. Valuation – Settlement

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
 - (a) Loss of "money" but only up to and including its face value.

- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - ii. The Limit of Insurance applicable to the "securities".

- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
- (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **w.(1)(c)(i)** through **w.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
- (a) You; or
 - (b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.t. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.t. does not apply to Insuring Agreement A.3.

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.t. does not apply to Insuring Agreement A.7.

F. Definitions

- 1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- 2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.

5. "Employee":

a. "Employee" means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5.a.

6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Insuring Agreement A.3.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

8. "Funds" means "money" and "securities".
9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
10. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
11. "Occurrence" means:
 - a. Under Insuring Agreement **A.1.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - b. Under Insuring Agreement **A.2.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - c. Under Insuring Agreement **A.3.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - d. Under All Other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.
12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.
13. "Premises" means the interior of that portion of any building you occupy in conducting your business.
14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
15. "Safe burglary" means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
17. "Theft" means the unlawful taking of property to the deprivation of the Insured.
18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

Paragraphs **A.** and **B.** apply only to the Commercial Crime Policy, Government Crime Policy and Kidnap/Ransom And Extortion Policy.

A. Paragraphs **(2)** and **(3)** of the **Cancellation Of Policy** Condition are replaced by the following:

(2) All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for:

(i) Nonpayment of premium;
or

(ii) Discovery of fraud by:
i. Any insured or his or her representative in

obtaining this policy;
or

ii. You or your representative in pursuing a claim under this policy.

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) All Policies In Effect For More Than 60 Days

(a) If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(i) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(ii) Discovery of fraud or material misrepresentation by:

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- i. Any insured or his or her representative in obtaining this policy; or laws of the state where we are domiciled; or
 - ii. You or your representative in pursuing a claim under this policy. ii Threaten our solvency.
- (iii) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (iv) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (v) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (vi) A determination by the Commissioner of Insurance that the:
- i. Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - ii. Continuation of the policy coverage would:
 - i Place us in violation of California law or the
- (vii) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- (b) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph (3)(a).
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
1. Subject to the provisions of Paragraph **B.2.**, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
- We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

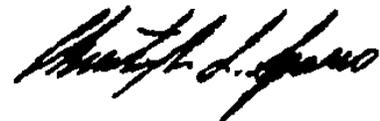
END 001



- 2. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph **B.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
- C. Under the Commercial Crime Policy, Government Crime Policy and Employee Theft And Forgery Policy, the following is added to the **Valuation - Settlement Condition**:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property, regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.



AUTHORIZED REPRESENTATIVE

END 001

ENDORSEMENT# 2

This endorsement, effective at *12:01 am June 30, 2015* forms a part of
Policy No. *01-425-57-41*
Issued to: *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

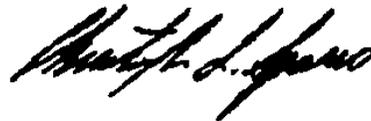
By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



AUTHORIZED REPRESENTATIVE

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END 002

Page 1 of 1

ENDORSEMENT# 3

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ADDITIONAL NAMED INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY**

The following Insured(s) is/are added as a Named Insured with respect to all Insuring Agreements:

A. Schedule*

	Insuring Agreements: 1, 3, 4, 5, 6, 7, 8, 9 Endorsements: CR 25 19, CR 25 20	
Named Insured	Limit of Insurance	Deductible Amount
<i>SEE THE FOLLOWING MEMBER SPECIFIC ENDORSEMENTS</i>		

B. Provisions

1. Solely with respect to the Named Insured(s) set forth in the above SCHEDULE, Endorsements CR 25 19 and CR 25 20 are added to the Coverage Form/Policy.
2. Solely with respect to Insuring Agreements 1, 3, 4, 5, 6, 7, 8, and 9 and the coverage as afforded by Endorsements CR 25 19 and CR 25 20, the most we will pay under this policy for loss is the applicable Limit of Insurance shown in the above SCHEDULE for the respective Named Insured and such loss shall also be subject to the applicable Deductible Amount also shown in the SCHEDULE above for the respective Named Insured.
3. No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 3

ENDORSEMENT # 3-9

This endorsement, effective *12:01 am* *June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ADDITIONAL NAMED INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY**

The following Insured(s) is/are added as a Named Insured with respect to all Insuring Agreements:

A. Schedule*

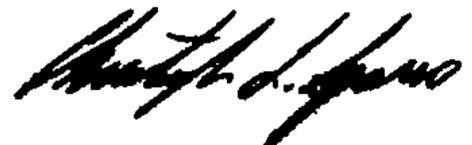
	Insuring Agreements: 1, 3, 4, 5, 6, 7, 8, 9 Endorsements: CR 25 19, CR 25 20	
Named Insured	Limit of Insurance	Deductible Amount
<i>Central Sierra Child Support Agency</i>	<i>\$15,000,000</i>	<i>\$25,000</i>

B. Provisions

1. Solely with respect to the Named Insured(s) set forth in the above SCHEDULE, Endorsements CR 25 19 and CR 25 20 are added to the Coverage Form/Policy.
2. Solely with respect to Insuring Agreements 1, 3, 4, 5, 6, 7, 8, and 9 and the coverage as afforded by Endorsements CR 25 19 and CR 25 20, the most we will pay under this policy for loss is the applicable Limit of Insurance shown in the above SCHEDULE for the respective Named Insured and such loss shall also be subject to the applicable Deductible Amount also shown in the SCHEDULE above for the respective Named Insured.

3. No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 4

**CRIME AND FIDELITY
CR 25 19 05 06**

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

Insuring Agreement		Limit Of Insurance
<input checked="" type="checkbox"/>	Employee Theft - Per Loss Coverage	\$15,000,000
<input type="checkbox"/>	Employee Theft - Per Employee Coverage	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section D.2. Exclusions:

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "em-

ployee", except the conversion of property of other parties held by you in any capacity.

3. The Indemnification Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part (I) of the Termination As To Any Employee Condition is replaced by the following:

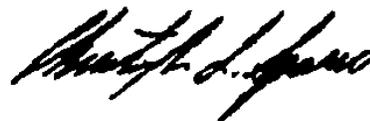
(1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee

Theft Insuring Agreement, as amended by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 004

ENDORSEMENT# 5

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

OMNIBUS NAMED INSURED

This endorsement modifies insurance provided under the following:

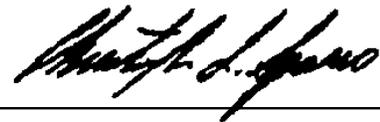
**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

1. The Item of the DECLARATIONS entitled NAMED INSURED is amended by addition of the following:

ALL AGENCIES, AUTHORITIES AND DISTRICTS (INCLUDING SPECIAL DISTRICTS)
WHICH ARE GOVERNED DIRECTLY BY THE GOVERNING BODY OF THE NAMED
INSURED

2. With respect to the Commercial Crime Policy only, this amendment is subject to Clause **E. Conditions, Consolidation - Merger or Acquisition.**
3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached policy other than as above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 5

ENDORSEMENT# 6

**CRIME AND FIDELITY
CR 25 40 08 07**

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

forms a part of

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE EXPENSES INCURRED
TO ESTABLISH AMOUNT OF COVERED LOSS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

and applies to the Insuring Agreement(s) designated below:

SCHEDULE

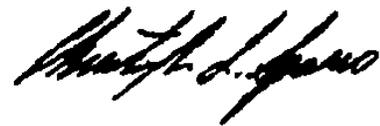
<input checked="" type="checkbox"/> Employee Theft Insuring Agreement	
Costs, Fees Or Other Expenses	
Limit Of Insurance	Covered Los s
<i>\$75,000</i>	<i>100 %</i>
<input checked="" type="checkbox"/> Computer Fraud Insuring Agreement	
Costs, Fees Or Other Expenses	
Limit Of Insurance	Covered Loss
<i>\$75,000</i>	<i>100 %</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

END 006

The following condition is added to Paragraph **E. Conditions**:

1. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing or other service used to determine the amount of loss covered under this insurance.
2. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the:
 - a. Limit of Insurance; or
 - b. Percentage of the Covered Loss; shown in the Schedule.
3. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.
4. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement.
5. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the applicable Insuring Agreement.
6. Paragraph (3) of the **Indirect Loss Exclusion** is replaced by the following:
Payment of costs, fees or other expenses you incur in establishing the existence of loss under this insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 006

ENDORSEMENT# 7

**CRIME AND FIDELITY
CR 25 20 08 07**

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

forms a part of

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD CREDIT, DEBIT OR CHARGE CARD FORGERY

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

and applies to the Forgery Or Alteration Insuring Agreement:

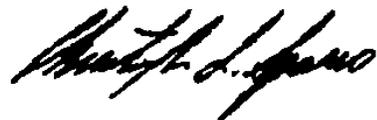
SCHEDULE

Limit Of Insurance	Covered Instruments
\$15,000,000	<input checked="" type="checkbox"/> Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
	<input type="checkbox"/> Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.
3. The following exclusion is added to Section D.:
The Forgery Or Alteration Insuring Agreement does not apply to:
NON - COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS
Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 007

ENDORSEMENT# 8

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

REVISION OF DISCOVERY AND PRIOR THEFT OR DISHONESTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

A. Schedule*

Prior Theft or Dishonesty

Amount: \$25,000

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

PROVISIONS

1. E. Conditions, 2. **Conditions Applicable To Insuring Agreements A.1. And A.2. b. Termination As To Any Employee** (1) is deleted in its entirety and replaced with the following:

(1) As soon as:

RISK MANAGEMENT DEPARTMENT OR OTHER DEPARTMENT DESIGNATED TO HANDLE INSURANCE MATTERS FOR THE NAME INSURED

learns of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you provided that such conduct involved Loss of "Money", "Securities" or "Other property" valued at the amount specified in the schedule above or more.

2. E. Conditions, 1. **Conditions Applicable To All Insuring Agreements**, f. Duties In The Event Of Loss, is hereby modified to add the following at the end thereof:

(6) Discovery of a loss or situation that may result in loss of or damage to "money," "securities" or "other property for the purpose of this section shall be discovery by any person in the specific departments or employment capacities of the insured:

RISK MANAGEMENT DEPARTMENT OR OTHER DEPARTMENT DESIGNATED TO HANDLE INSURANCE MATTERS FOR THE NAMED INSURED

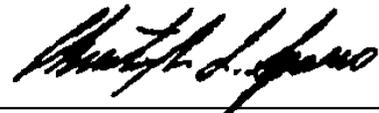
ENDORSEMENT# 8 (Continued)

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

3. In Section D. Exclusions, exclusion 1.b. **Acts of Employees Learned Of By You Prior To The Policy Period** is hereby deleted in its entirety.
4. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached policy other than as stated above.
5. This endorsement is effective as of 12:01 A.M. on standard time as specified in the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 8

Page 2 of 2

ENDORSEMENT# 9

**CRIME AND FIDELITY
CR 25 08 08 07**
forms a part of

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE SPECIFIED NON- COMPENSATED
OFFICERS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

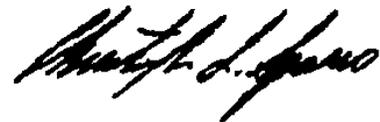
- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

SCHEDULE

Names Or Titles Of Non- Compensated Officers
<i>All</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include your non- compensated of- ficers shown in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 009

ENDORSEMENT# 10

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

CANCELLATION OF POLICY AMENDED

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

E. Conditions, Conditions Applicable To All Insuring Agreements, Cancellation Of Policy (2)(b) is deleted in its entirety and replaced with the following:

- (b) *120* days before the effective date of cancellation if we cancel for any other reason.

Nothing herein stated shall be held to alter, vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as stated herein.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 010

ENDORSEMENT# 11

**CRIME AND FIDELITY
CR 25 09 08 07**

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

forms a part of

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

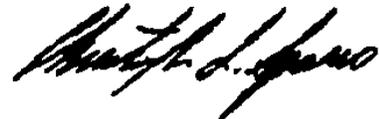
This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

The definition of "employee" is amended to include any non-compensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fund raising campaigns.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 011

ENDORSEMENT# 12

**CRIME AND FIDELITY
CR 25 12 08 07**
forms a part of

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE TREASURERS OR TAX COLLECTORS
AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

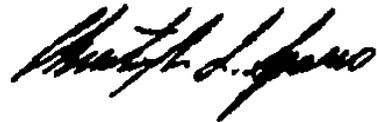
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Treasurers Or Tax Collectors
<i>All</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion **D.2.d. Treasurers Or Tax Collectors** is deleted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 012

ENDORSEMENT# 13

**CRIME AND FIDELITY
CR 25 41 08 07**

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

forms a part of

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE DESIGNATED PERSONS OR CLASSES
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

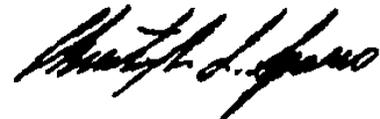
and applies to the Employee Theft Insuring Agreement:

SCHEDULE

Persons Or Classes Of Persons
<i>Any Directors or Trustees of any of those named as Insured</i>
<i>Any board members of any of those named as insured</i>
<i>Any elected or appointed officials</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 013

ENDORSEMENT# 14

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

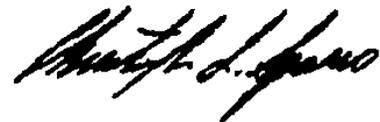
BONDED EMPLOYEES EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In Section **D. Exclusions**, subparagraph 2., the exclusion entitled **Bonded Employees** is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 014

ENDORSEMENT# 15

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CAL WORKS PROGRAM EMPLOYEE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

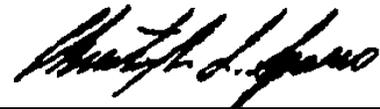
GOVERNMENT CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that in Section F. Definitions, paragraph 5., "Employee," subparagraph (a) is hereby amended to include the following paragraph at the end thereof:

"Employee" also means:

- (4) Any natural person while in your service (and thirty (30) days after termination of the service), that is subject to your direction and control while performing services for you as a result of an employment contract or agreement with the State of California "Cal Works Program" or any similar state or county work or welfare program.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 15

ENDORSEMENT# 16

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

INCLUDE DESIGNATED AGENTS AS EMPLOYEES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE

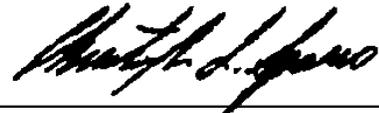
Capacity Of Agent	Limit Of Insurance
Sutter County - Yuba Sutter Economic Development Corporation	\$50,000
Golden State Risk Management Authority (GSRMA) - Ardee, Inc. solely in respect to Golden State Risk Management Authority	\$15,000,000
Trinity County - Weaverville Cemetery Association	\$20,000
City of Napa - William J. Zenoni as Interim Finance Director	\$15,000,000
City of Napa - Caroline Gabriel as Interim Purchasing Services Manager	\$15,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

ENDORSEMENT# 16 (Continued)

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

1. The definition of "Employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.
2. Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination As To Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.



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END 16

CR2502 (05/06)

ENDORSEMENT# 17

**CRIME AND FIDELITY
CR 20 01 08 07**

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

forms a part of

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGE
(DISCOVERY FORM)**

This endorsement modifies insurance provided under the Discovery Form version of the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

SCHEDULE

Change Number	Date Of Issue	Effective Date Of Change
<i>1</i>	<i>June 30, 2015</i>	12:01 A.M. on: <i>June 30, 2015</i>
The Named Insured is changed to:		
The following Insured(s) is added as a Named Insured:		
The following Insured(s) is deleted as a Named Insured:		
The Mailing Address is changed to:		
The Policy Period is: Extended to: Reduced to:		
The following Insuring Agreement(s) is: Added to the Coverage Form/Policy		
Insuring Agreement(s)	Limit Of Insurance	Deductible Amount



<input type="checkbox"/> Deleted from the Coverage Form/Policy		
Insuring Agreement(s)	Limit Of Insurance	Deductible Amount
<input checked="" type="checkbox"/> Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)		
Insuring Agreement(s)	Limit Of Insurance	Deductible Amount
<i>EMPLOYEE THEFT FOR SAN DIEGO AND RIVERSIDE COUNTY</i>		\$50,000
<i>FAITHFUL PERFORMANCE OF DUTY FOR SAN DIEGO & RIVERSIDE CNTY</i>		\$50,000
The following Endorsement(s) is:		
<input type="checkbox"/> Added to the Coverage Form/Policy		
Endorsement(s)	Limit Of Insurance	
Deleted from the Coverage Form/Policy		
Endorsement(s)	Limit Of Insurance	
Changed as respects the Limit(s) of Insurance		
Endorsement(s)	Limit Of Insurance	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Application of changes affected by this Endorsement:

1. All Changes Other Than In Paragraph 2.

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any

time which is "discovered" by you on or after the Effective Date of Change. However, if a retroactive date endorsement is used, the provisions of that endorsement are controlling.

2. Deletion Of Coverage

This change applies to loss or damage

END 017

ENDORSEMENT# 17 (continued)

that you sustain resulting directly from an "occurrence" taking place:

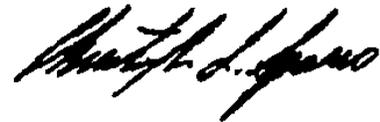
a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of

change; and also

b. . Before the Effective Date of Change if "discovered" by you after 60 days from that date.

Accepted
First Named Insured: Name: Title:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 017

ENDORSEMENT# 18

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FOOD STAMPS COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

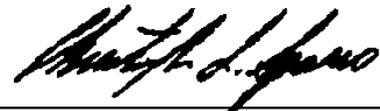
1. Section F. Definitions is amended by appending the following paragraph at the end thereof:

FS-1. "Food stamps" mean only food stamps issued by the federal government of the United States of America, including any authorization to purchase such food stamps.

2. In Section F. Definitions, paragraph 18., "securities," is amended to include the following paragraph at the end thereof:

"Securities" also means "food stamps."

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 18

ENDORSEMENT# 19

This endorsement, effective at *12:01 am June 30, 2015* forms a part of
Policy number *01-425-57-41*
Issued to: *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

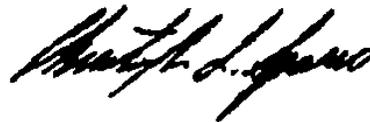
By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

**CANCELLATION AMENDATORY
(RETURN PRO RATA)**

Wherever used herein: (1) "Policy" means the policy or bond to which this endorsement or rider is made part of; (2) "Insurer" means the "Insurer," "Underwriter," "Company" or other name specifically ascribed in this Policy as the insurance company or underwriter for this Policy; (3) "Named Entity" means the "Named Entity," "Named Corporation," "Named Organization," "Named Sponsor," "Named Insured," "First Named Insured," "Insured's Representative," "Policyholder" or equivalent term stated in Item 1 of the Declarations; and (4) "Period" means the "Policy Period," "Bond Period" or equivalent term stated in the Declarations.

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding anything to the contrary in any CANCELLATION or TERMINATION clause of this Policy (and any endorsement or rider amending such cancellation or termination clause, including but not limited to any state cancellation/ non-renewal amendatory attached to this policy), if this Policy shall be canceled by the Named Entity, the Insurer shall return to the Named Entity the unearned pro rata proportion of the premium as of the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 019

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ENDORSEMENT# 20

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**DEFINITION OF EMPLOYEE AMENDED
(PUBLIC GUARDIAN)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Paragraph 5. "Employee" of Clause F. Definitions is amended to include the following paragraph at the end thereof:

PG- (1) Any natural person appointed by you to serve in the capacity as a public guardian.

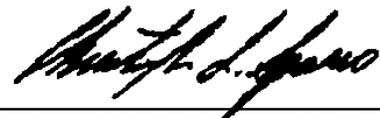
2. This policy is specifically written as excess over any other valid and collectible insurance or bond available to the public guardian or the guardianship or conservatorship estates which are the responsibility of the public guardian (herein "Public Guardianship Bond").

3. Clause C. Deductible is amended to include the following paragraph at the end thereof:

Notwithstanding the foregoing, it is further understood and agreed that, solely with respect to covered loss under this policy arising out of a natural person serving in the capacity as a public guardian, any such covered loss which is paid under a Public Guardianship Bond shall be applied toward and shall reduce the Deductible.

4. Loss or damage, if any, under any coverage provided pursuant to this endorsement, shall be adjusted with the first Named Insured and shall be paid jointly to the first Named Insured, the guardianship and conservatorship estates, as their respective interests may exist.
5. Any payment made under this Policy to any guardianship or conservatorship estates shall be construed to be payment to you.
6. This endorsement confers upon the guardianship and conservatorship estates no status as joint insured nor any rights to or under the policy except to receive the payment of any claim as asserted by the Named Insured and if, as and when payable.
7. The limit of the Company's liability shall not be increased by the inclusion of such guardianship or conservatorship estates.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT# 21

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

INCLUDE LEASED WORKERS AND EMPLOYEES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

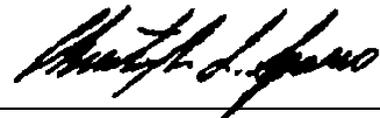
and applies to the Employee Theft Insuring Agreement:

A. Schedule*

Labor Leasing Firm
All leased employees working for any those named as insured.
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of "Employee" is amended to include any natural person leased to you by a labor leasing firm shown in the Schedule, under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business, but does not mean a person furnished to you to substitute for a permanent employee on leave, or to meet seasonal or short-term workload conditions.



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END 21

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ENDORSEMENT# 22

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
Golden State Risk Management Authority

by National Union Fire Insurance Company of Pittsburgh, Pa.

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Entity	Number Of Days
Sacramento Employment and Training Agency 925 Del Paso Blvd, Suite 100 Sacramento, CA 95815	30

If this insurance is cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with written notice of such cancellation. No cancellation of this insurance shall take effect until the entity shown in the Schedule has received such written notice and then only after the number of days shown in the Schedule, unless an earlier date is approved by such entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 022

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ENDORSEMENT# 23

**CRIME AND FIDELITY
CR 25 06 08 07**
forms a part of

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE CHAIRPERSON AND MEMBERS OF
SPECIFIED COMMITTEES AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

SCHEDULE

Names Of Committees
<i>All</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person, whether or not compensated, while performing services for you as the chairperson, or a member of any committee named in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 023

ENDORSEMENT# 24

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

VENDOR THEFT COVERAGE

It is agreed that:

1. Section A. Insuring Agreements is amended to include the following Insuring Agreement at the end thereof:

10. Vendor Theft

We will pay for loss or damage to "money," "securities" and "other property" resulting from "theft" committed by an identified "employee" of "your" "vendor" acting alone or in collusion with other persons.

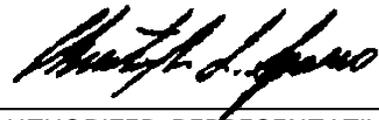
2. Solely with respect to Insuring Agreement 10, "Limit of Insurance Per Occurrence" as stated on the Declarations Page is deleted in its entirety and replaced with the following:

Limit of Insurance \$1,000,000 for all loss arising out of Insuring Agreement 10, Vendor Theft.

3. Section F. Definitions is amended to include the following definition at the end thereof:

"Vendor" means an entity that provides a service to "you" under a written agreement which includes a requirement to provide Crime or Fidelity insurance covering "your" property in the care, custody and control of the "vendor" and its "employees." If such Crime or Fidelity insurance is valid or collectible then this Policy will respond only to that portion of loss which is excess of such requirement and no deductible shall apply. If such Crime or Fidelity insurance is not valid or collectible then this Policy will respond only to that portion of loss which is in excess of \$500,000 and no deductible shall apply. However, "vendor" does not include any financial institution, asset manager, broker, dealer or armored transport company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 24

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ENDORSEMENT# 25

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CONDITIONS AMENDED - SUBROGATION OF FAITHFUL PERFORMANCE CLAIMS

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

PROVISIONS:

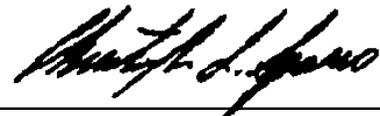
(1) Section E. Conditions, paragraph 1, subsection v. "Transfer Of Your Rights Of Recovery Against Others To Us" is hereby deleted in its entirety and replaced with the following:

v. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or entity for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after discovery of loss to impair them; provided, however, with respect to recovery of loss resulting directly from the failure of any **employee** to faithfully perform his or her duties as prescribed by law afforded by Endorsement #4 we shall have the right to recover only where the **employee's failure to faithfully perform** his or her duties as prescribed by law was due to actual fraud, corruption, actual malice, or where the **employee** or a person or entity was unjustly enriched as a result of the **employee's** failure to faithfully perform his or her duties as prescribed by law.

(2) Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached Policy other than the above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 25

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MNSCPT

ENDORSEMENT# 26

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

EMPLOYEE POST TERMINATION COVERAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

PROVISIONS:

1. Section **F. Definitions**, "Employee", subsection a.(1)(a) is hereby deleted in its entirety and replaced with the following:
 - a. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service and for the first **90** days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached Policy other than the above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 026

ENDORSEMENT# 27

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

**NOTICE OF CLAIM
(REPORTING BY E-MAIL)**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. *Email Reporting of Claims:* In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

c-claim@AIG.com

Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: AIG, Financial Lines Claims, P.O. Box 25947, Shawnee Mission, KS 66225 or faxing such notice to (866) 227-1750.

2. *Definitions:* For this endorsement only, the following definitions shall apply:
 - (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
 - (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.
 - (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
3. This endorsement does not apply to any Kidnap & Ransom / Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 027

ENDORSEMENT# 28

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
Santa Clara County

By: National Union Fire Insurance Company of Pittsburgh, PA

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

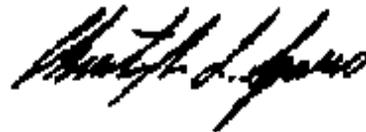
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Entity	Number Of Days
State of California Department of Managed Healthcare Attn: Office of Health Plan Oversight 980 9 TH Street Ste 500 Sacramento , CA 95814	30

If this insurance is cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with written notice of such cancellation. No cancellation of this insurance shall take effect until the entity shown in the Schedule has received such written notice and then only after the number of days shown in the Schedule, unless an earlier date is approved by such entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 028

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CR 20 17 08 07

ENDORSEMENT# 29

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIRD PARTY COVERAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

PROVISIONS

1. Clause A.1. **Employee Theft** is amended by adding the following at the end thereof:

We will pay for loss of or damage to "Client Property" arising out of your indemnification of your "Client" for any dishonest or fraudulent act(s) committed by your "employee," but only when and to the extent that you are liable for such indemnification pursuant to the terms of this policy.

2. Clause F. **Definitions** is amended by adding the following at the end thereof:

21. "Client Property" means "Money," "Securities" or "Other Property":

- (1) owned by the Client,
- (2) held by the Client in any capacity, or
- (3) for which a Client is legally liable

22. "Client," as used in this endorsement, means any person, firm, corporation or association for whom your professional services have been charged.

3. Clause E.1.o. **Ownership of Property; Interests Covered** is deleted in its entirety and replaced with the following:

The property covered under this policy is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) That you hold in any capacity, whether or not you are legally liable, but also may be property for which you are legally liable.

Client property covered under this policy is limited to property:

ENDORSEMENT# 29 (Continued)

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

- (1) owned by the Client;
 - (2) held by the Client in any capacity;
 - (3) for which the Client is legally liable;
- Provided you are legally liable for such property and it is included in your proof of loss, in which event Clauses E.1.f and E.1.h., and any other condition applicable to loss or claims with respect thereto, shall apply.

4. Clause D.1. **Exclusions** is amended by adding the following at the end thereof:

Solely with respect to Client Property, loss attributable to fraudulent, dishonest or criminal acts of any Client's proprietor, officer, director, partner or employee acting in collusion with your "employee."

5. It is further understood and agreed that with respect to the coverage afforded pursuant to this endorsement, the most we will pay under this policy for loss is the Limit of Insurance shown in the below SCHEDULE for the respective named "client" and such loss shall also be subject to the applicable Deductible Amount shown in the SCHEDULE below:

SCHEDULE

Name of "client"	Limit of Insurance	Deductible Amount
1) All INSUREDS	\$250,000	\$25,000

The above scheduled Limit of Insurance shall be part of and not in addition to the applicable limit of insurance stated in the Declarations page as applicable to Insuring Agreement A.1. **Employee Theft** and will in no way serve to increase the Company's limit of liability as therein stated.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions, or provisions of the attached policy other than as above stated.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 30

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*
San Diego Housing Commission

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE (SCHEDULED ENTITIES)

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

A. SCHEDULE

Entity	Retroactive Date 12:01 A.M. on:	Limit of Liability 1	Limit of Liability 2
Central SDHC FHA, LLC	11/01/2013	\$1,000,000	\$15,000,000
Southern SDHC FHA, LLC	11/01/2013	\$1,000,000	\$15,000,000
Northern SDHC FHA, LLC	11/01/2013	\$1,000,000	\$15,000,000

B. PROVISIONS

Solely with respect to each Entity listed in the Schedule above, the first paragraph of Section A. **Insuring Agreements** is replaced by the following:

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety prior to the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 1 of the above Schedule for the corresponding Entity.

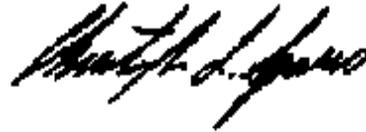
Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety after the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 2 of the above Schedule for the corresponding Entity.

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END 030

Page 1 of 2

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Anthony J. Spina". The signature is written in a cursive, slightly slanted style.

AUTHORIZED REPRESENTATIVE

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END 030

Page 2 of 2

MNSCPT

ENDORSEMENT# 31

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

BLANKET JOINT LOSS PAYEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

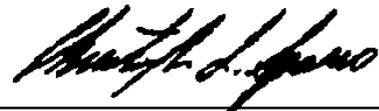
Provisions

1. You agree that any loss payable under this insurance shall be paid jointly to you and, where legally permissible, any loss payee ("Joint Loss Payee") designated by you in the proof of loss and any such payment shall constitute payment to you. We agree that such payments shall be made jointly to you and, where legally permissible, the Joint Loss Payee, and we will not make any payment solely to you unless a request in writing from the Joint Loss Payee to make such payment to you is provided to us.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Joint Loss Payee, other than, where legally permissible, payment of loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 31

ENDORSEMENT# 32

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
City of Sacramento

by National Union Fire Insurance Company of Pittsburgh, Pa.

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Entity	Number Of Days
Sacramento Employment and Training Agency 925 Del Paso Blvd, Suite 100 Sacramento, CA 95815	15

If this insurance is cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with written notice of such cancellation. No cancellation of this insurance shall take effect until the entity shown in the Schedule has received such written notice and then only after the number of days shown in the Schedule, unless an earlier date is approved by such entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 032

Page 1 of 1

ENDORSEMENT# 33

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
SISKIYOU COUNTY

by National Union Fire Insurance Company of Pittsburgh, Pa.

INCLUDE DESIGNATED AGENTS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

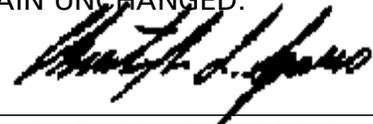
and applies to the Employee Theft Insuring Agreement:

SCHEDULE

Capacity Of Agent	Limit Of Insurance
Solely with respect to Siskiyou County gate attendant (s) employed by an employment contractor while such gate attendant(s) are subject to your direction and control while performing services for you	\$ 15,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The definition of "Employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.
2. Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination As To Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 033

ENDORSEMENT# 34

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
Ventura County

by National Union Fire Insurance Company of Pittsburgh, Pa.

**PROVIDE REQUIRED NOTICE OF CANCELLATION
TO ANOTHER ENTITY**

This endorsement modifies insurance provided under the following:

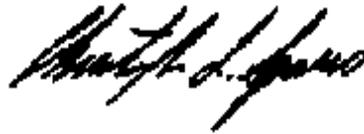
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Entity	Number Of Days
State of California Department of Managed Healthcare Attn: Office of Health Plan Oversight 980 9 TH Street Ste 500 Sacramento , CA 95814	30

If this insurance is cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with written notice of such cancellation. No cancellation of this insurance shall take effect until the entity shown in the Schedule has received such written notice and then only after the number of days shown in the Schedule, unless an earlier date is approved by such entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 034

Page 1 of 1

ENDORSEMENT# 35

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
San Diego Housing Commission

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE (SCHEDULED ENTITIES)

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

A. SCHEDULE

Entity	Retroactive Date 12:01 A.M. on:	Limit of Liability 1	Limit of Liability 2
Central SDHC FNMA, LLC	07/27/2014	\$1,000,000	\$15,000,000
Belden SDHC FNMA, LLC	07/27/2014	\$1,000,000	\$15,000,000
Northern SDHC FNMA, LLC	07/27/2014	\$1,000,000	\$15,000,000

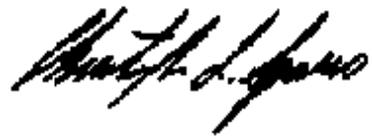
B. PROVISIONS

Solely with respect to each Entity listed in the Schedule above, the first paragraph of Section A. **Insuring Agreements** is replaced by the following:

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety prior to the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 1 of the above Schedule for the corresponding Entity.

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety after the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 2 of the above Schedule for the corresponding Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Matthew J. Spina". The signature is written in a cursive style with a large, stylized initial 'M'.

AUTHORIZED REPRESENTATIVE

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END 035

ENDORSEMENT# 36

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
Exclusive Risk Management Authority of California (ERMAC)

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE (SCHEDULED ENTITIES)

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

A. SCHEDULE

Entity	Retroactive Date 12:01 A.M. on:	Limit of Liability 1	Limit of Liability 2
City of Santa Maria	11/16/2014	\$1,000,000	\$15,000,000

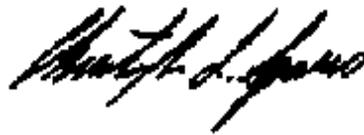
B. PROVISIONS

Solely with respect to each Entity listed in the Schedule above, the first paragraph of Section A. **Insuring Agreements** is replaced by the following:

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety prior to the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 1 of the above Schedule for the corresponding Entity.

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety after the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 2 of the above Schedule for the corresponding Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 036

ENDORSEMENT# 37

This endorsement, effective at *12:01 am June 30, 2015* forms a part of
Policy number *01-425-57-41*
Issued to: *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION

This endorsement modifies insurance provided under the following:

ISO COMMERCIAL CRIME POLICY
ISO GOVERNMENT CRIME POLICY

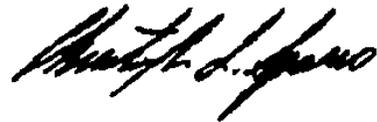
It is agreed that:

1. Clause D.1.f. Indirect Loss Exclusion is deleted in its entirety and replaced with the following:
 - f. Indirect or Consequential Loss

Loss that is an indirect or consequential result of an "occurrence", including but not limited to loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 037

ENDORSEMENT# 38

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

PROTECTED INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover loss resulting directly or indirectly from the: (i) "theft," disappearance or destruction of; (ii) unauthorized use or disclosure of; (iii) unauthorized access to; or (iv) failure to protect any:

- (1) confidential or non-public; or
- (2) personal or personally identifiable;

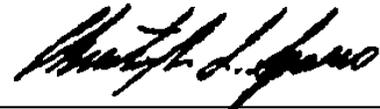
information that any person or entity has a duty to protect under any law, rule or regulation, any agreement or any industry guideline or standard.

This exclusion shall not apply to loss of any money, securities or tangible property:

- (a) owned by the Insured;
- (b) held by the Insured in any capacity; or
- (c) owned and held by someone else under circumstances which make the Insured responsible for the Property prior to the occurrence of the loss;

that was the subject of a theft, disappearance, damage or destruction resulting directly from the unauthorized use or disclosure of such information.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to *CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

IMPERSONATION FRAUD COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY (DISCOVERY FORM)
COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM)**

It is agreed that in consideration of the additional premium of \$ N/A, the policy is hereby amended as follows:

1. Insuring Agreement "Funds Transfer Fraud" is amended by adding the following to the end thereof:

Impersonation Fraud Coverage

We will also pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account."

Notwithstanding the above requirement that the loss of "funds" result directly from a "fraudulent instruction," we will also pay for the loss of "funds" resulting from your receipt of a fraudulent phone call or email from a purported vendor, which advises you that the vendor's bank account information has been changed and you suffer a loss of "funds," because you issued a payment or payments to this fraudulent bank account, based upon your confirmation controls, you believed the fraudulent instruction to change the vendor's bank account information to be valid.

2. Solely with respect to Impersonation Fraud Coverage provided by this endorsement, in Section F. Definitions, the definition of "Fraudulent Instruction" is deleted in its entirety and replaced with the following:
"Fraudulent instruction" means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction communicated by you or your "employee" based upon an instruction received and relied upon by you or your "employee" which was transmitted:
 - a. by a purported director, officer, partner, member or sole proprietor of yours or by another "employee" - or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other "employee" - but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; or

This endorsement, effective **12:01 am June 30, 2015** forms a part of
policy number **01-425-57-41**
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

- b. by a purported director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" - or by an individual acting in collusion with such purported director, officer or employee - but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; provided, however, "fraudulent instruction" shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" who was acting in collusion with any third party in submitting such instruction.

- 3. Solely for purposes of this endorsement, the following definitions are added:

Vendor means any entity, firm, company, organization, association or individual which has a legitimate pre-existing arrangement or written agreement to provide goods or services to you.

Client means an entity, firm, company, organization, association or individual to whom we provide goods or services for a fee pursuant to a written contract.

- 4. Our total liability for coverage provided by this endorsement is \$200,000 ("Impersonation Fraud Limit"). All amounts paid by us pursuant to this endorsement will be part of, and not in addition to, the applicable Limit of Insurance shown in the Declarations.

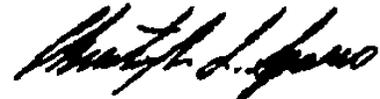
- 5. Solely with respect to coverage provided by this endorsement, the applicable per occurrence Deductible Amount is \$25,000.

- 6. Solely for purposes of this endorsement, the following exclusion shall apply:

The coverage afforded by this endorsement does not apply to any loss occurring prior to 6/30/2015.

- 7. The most we will pay for all loss resulting directly from an "occurrence" under this endorsement is the Impersonation Fraud Limit shown in Section 4 above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT# 40

This endorsement, effective at 12:01 AM June 30, 2015 forms a part of
Policy number 01-425-57-41
Issued to: CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA) San Diego Pooled Insurance
Program Authority (SANDPIPA) and its members

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE (SCHEDULED ENTITIES)

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

A. SCHEDULE

Entity	Retroactive Date 12:01 A.M. on:	Limit of Liability 1	Limit of Liability 2
<i>San Diego Pooled Insurance Program Authority (SANDPIPA) and its members San Diego County Cities Risk Management Authority (SDCCRMA) City of Chula Vista Industrial Development Agency of the City of Chula Vista Chula Vista Financing Authority Chula Vista Housing Authority City of Coronado City of Coronado Improvement Corporation Coronado Financing Authority City of Del Mar Del Mar Public Facilities Corporation City of Encinitas Encinitas Sanitary District Cardiff Sanitation District Encinitas Public Financing Agency San Elijo Joint Powers Authority as Interest of Cardiff Sanitation District May Appear Per the Contract on File Housing Authority of City of Encinitas Encinitas Ranch Golf Authority, JPA Encinitas Ranch Golf Corporation City of Escondido Community Development Commission of the City of Escondido Escondido Joint Powers Financing</i>	2/1/2015	\$10,000,000	\$15,000,000

<p><i>Authority</i></p> <p><i>City of Imperial Beach</i></p> <p><i>Housing Authority of the City of Imperial Beach</i></p> <p><i>Imperial Beach Public Financing Authority</i></p> <p><i>City of Lemon grove</i></p> <p><i>Lemon Grove Sanitation District</i></p> <p><i>Lemon Grove Roadway Lighting District</i></p> <p><i>Lemon Grove Housing Authority</i></p> <p><i>City of National City</i></p> <p><i>The Parking Authority of the City of National City</i></p> <p><i>Development Commission of the City of National City</i></p> <p><i>Industrial Development Authority of the City of National City</i></p> <p><i>National City Joint Powers Financing Authority</i></p> <p><i>City of Oceanside</i></p> <p><i>City of Oceanside Community Development Commission</i></p> <p><i>Oceanside Building Authority</i></p> <p><i>Oceanside Small Craft Harbor District</i></p> <p><i>Oceanside Financing Authority</i></p> <p><i>City of Santee</i></p> <p><i>Community Development Commission of the City of Santee</i></p> <p><i>Santee Public Financing Authority</i></p> <p><i>City of Solana Beach</i></p> <p><i>San Elijo Joint Powers Authority as the Interest in Solano Beach Sanitation District May Appear Per Contract on File</i></p>			
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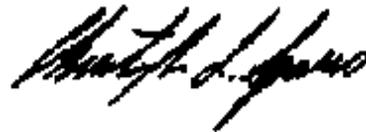
B. PROVISIONS

Solely with respect to each Entity listed in the Schedule above, the first paragraph of Section A. **Insuring Agreements** is replaced by the following:

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety prior to the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 1 of the above Schedule for the corresponding Entity.

Any loss that you sustain resulting directly from an "occurrence" taking place in its entirety after the Retroactive Date shown in the Schedule above which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition shall have the Limit of Liability shown in Limit of Liability 2 of the above Schedule for the corresponding Entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 040

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MNSCPT

ENDORSEMENT# 41

This endorsement, effective *12:01 am June 30, 2015* forms a part of
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
CRDS04	08/07	GOVERNMENT CRIME POLICY DECLARATIONS
CR0026	05/06	GOVERNMENT CRIME POLICY (DISCOVERY FORM)
CR 02 49	09/12	CALIFORNIA CHANGES
89644	06/13	ECONOMIC SANCTIONS ENDORSEMENT
MNSCPT		ADDITIONAL NAMED INSURED
CR2519	05/06	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES
95439	08/07	OMNIBUS NAMED INSURED
CR2540	08/07	INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS
CR2520	08/07	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY
MNSCPT		REVISION OF DISCOVERY AND PRIOR THEFT OR DISHONESTY
CR2508	08/07	INCLUDE SPECIFIED NON COMPENSATED OFFICERS AS EMPLOYEES
95420	08/07	CANCELLATION OF POLICY AMENDED
CR2509	08/07	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES
CR2512	08/07	INCLUDE TREASURER OR TAX COLLECTORS AS EMPLOYEES
CR2541	08/07	INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES
95419	08/07	BONDED EMPLOYEES EXCLUSION DELETED
MNSCPT		CAL WORKS PROGRAM EMPLOYEE ENDORSEMENT
CR2502	05/06	INCLUDE DESIGNATED AGENTS AS EMPLOYEES
CR2001	08/07	POLICY CHANGE (DISCOVERY FORM)
MNSCPT		FOOD STAMPS COVERAGE ENDORSEMENT
101036	04/09	CANCELLATION AMENDATORY (RETURN PRO RATA)
MNSCPT		DEFINITION OF EMPLOYEE AMENDED
CR2505	03/00	INCLUDE LEASED WORKERS AND EMPLOYEES

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ENDORSEMENT# 41

12:01 am June 30, 2015

forms a part of

This endorsement, effective
policy number 01-425-57-41
issued to **CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY
CR2506	08/07	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES
MNSCPT		VENDOR THEFT COVERAGE
MNSCPT		CONDITIONS AMENDED - SUBROGATION OF FAITHFUL PERFORMANCE CLAIMS
95428	08/07	EMPLOYEE POST TERMINATION COVERAGE
99758	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
MNSCPT		PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY
MNSCPT		THIRD PARTY COVERAGE
MNSCPT		RETROACTIVE DATE ENDORSEMENT
MNSCPT		BLANKET JOINT LOSS PAYEE ENDORSEMENT
MNSCPT		PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY
CR2541	08/07	INCLUDE DESIGNATED AGENTS AS EMPLOYEE
MNSCPT		PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY
MNSCPT		RETRO DATE ENDORSEMENT
MNSCPT		RETRO DATE ENDORSEMENT
113024	10/12	INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION
MNSCPT		PROTECTED INFORMATION EXCLUSION
MNSCPT		IMPERSONATION FRAUD COVERAGE
MNSCPT		RETRO DATE ENDORSEMENT
78859	10/01	FORMS INDEX ENDORSEMENT
CR25006		GOVERNMENT CRIME POLICY (DISCOVERY FORM)



END 041

ENDORSEMENT# 41

This endorsement, effective *12:01 am June 30, 2015*
policy number *01-425-57-41*
issued to ***CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)***

forms a part of

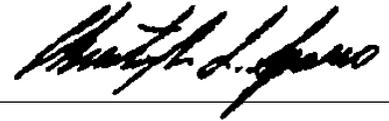
by ***National Union Fire Insurance Company of Pittsburgh, Pa.***

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder/Elections APPROVING PARTY: Heather Foster, Clerk-Recorder PHONE NUMBER: 530-289-3295
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AGENDA ITEM: Modification to Sierra County Agreement No. 2011-021 between DFM Associates and Sierra County for extension of the agreement term and modification of annual fee for the County's Election Information Management System.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
 Agreement 2011-021 and EIMS Lease Agreement Modification #1

BACKGROUND INFORMATION: The original agreement term was for a term of 5 years and included a 5 year warranty with the understanding that at the end of the term of the agreement (March 31, 2016) the County would be required to pay for the annual lease of the system. This agreement modification extends the term of the agreement to June 30, 2022 and includes the annual fee. A budget transfer is not necessary for the three remaining months in the current 2015/2016 fiscal year budget as there is enough funding in the County Elections Budget to absorb the \$1,275. This will require a baseline increase in next year's budget for the department. This system maintains the County's voter registration database and is necessary in order to comply with the statewide database required under the Help America Vote Act.

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: General Fund Impact
AMOUNT: \$1,275.00 2015/2016
 \$5,100.00 2016/2017 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?
 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No
IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

EIMS LEASE AGREEMENT MODIFICATION #1

The following is to be a modification to the MASTER AGREEMENT #2011-021 EIMS for Windows SOFTWARE ADDENDUM ("Agreement") that was executed on the 3rd day of May, 2011, by and between DFM Associates, a California corporation ("DFM") and the County of Sierra, a political subdivision of the State of California ("County").

This modification is to be effective on the date herein below subscribed and shall be for the purpose of extending the term of the Agreement.

Therefore, it is the intent of the parties that the Agreement be modified, as provided in Section 13.14, to read as follows, and that this modification be incorporated into and become part of the Agreement.

"30. Fee. The Fee shall be \$425.00 per month. The fee for April 1st 2016 to June 30 2016 shall be \$1275.00 and the annual fee from July 1 to June 30th of each subsequent year shall be \$5100.00 subject to section 3.4.

40 Agreement Term. The term of the Agreement shall be extended from March 31, 2016 and shall continue until June 30, 2022 unless terminated prior to the expiration date as provided in Section 8 hereof. Each party hereto, as an accommodation to the other (and without any liability to the other as a result of the failure to do so), agrees to advise the other party not later than sixty (60) days prior to the expiration date if its intentions concerning the renegotiation of the subject matter covered by this Agreement."

IN WITNESS WHEREOF, the parties hereto have executed this modification on this _____ day of _____, 2016, in the County of Sierra in the State of California.

DFM Associates, a California corporation

By 
As President

County of Sierra, a political subdivision of the State of California

By _____

Its _____

DFM ASSOCIATES
MASTER AGREEMENT
SIERRA COUNTY

THIS MASTER AGREEMENT ("Agreement") is made and entered into as of May 3, 2011 by and between DFM ASSOCIATES, a California corporation ("DFM"), and THE COUNTY OF SIERRA, a political subdivision of the State of California ("County").

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

- (1) To purchase and resell Computer Hardware to the County;
- (2) To lease or license DFM Software to the County;
- (3) To lease or sublicense Third Party Software to the County; and/or
- (4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1.
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM, which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a database.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum and will be extended automatically pursuant to the terms of this Agreement.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2.

Not Used.

ARTICLE 3.

RIGHT TO USE DFM SOFTWARE

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as soon thereafter as is reasonably practicable, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to log into the EIMS and perform maintenance and look-up functions on it's core databases.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum. The County agrees to pay the initial installation fee to DFM upon installation of the Specified DFM Software.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first

full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee. DFM reserves the right to increase the Monthly Fee, by an amount not to exceed seven percent (7%) per annum, as of July 1st of each year of the Lease Term upon ninety (90) days prior written notice to the County.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software, the cost of which is included in the Monthly Fee.

3.9 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including “hands on” and formal classroom training, with the initial training to be on-site at the County’s facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.10 Limitation on DFM’s Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County’s user group regarding the scheduling of such changes.

ARTICLE 4. CONSULTING SERVICES

DFM agrees to provide the County with any Specified Consulting Services which are identified on the Consulting Services Addendum, including, without limitation, enhancement and modification programming for the County to meet any unique requirements of the County, subject to availability of DFM technical personnel and agreement regarding a mutually acceptable hourly rate for DFM’s technical personnel. All terms and pricing for the Specified Consulting Services, including the nature of the Specified Consulting Service, hourly rate(s) charged by DFM therefore, the payment terms and any other applicable terms and conditions related thereto, will be set forth on the Consulting Services Addendum.

ARTICLE 5.
OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable.

5.2 Not Used.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including,

without limitation, claims of any third party who accesses the County's Data using the DFM Software.

ARTICLE 6.
PROPRIETARY ASPECTS OF THE DFM SOFTWARE;
CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3 Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 Discovery of Specified DFM Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified DFM Software and to assure the continued protection of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

ARTICLE 7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or

appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors.

7.2 Warranty Limitations Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County's use of the Specified DFM Software in accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable

efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3 Disclaimer of Warranties Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

ARTICLE 8.

HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought

against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.3 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

ARTICLE 9. TERM

The initial Lease Term for any Specified DFM Software or any Specified Consulting Service shall be set forth on the Addendum applicable thereto. After the expiration of the initial term, this Agreement shall automatically continue with respect to such Specified DFM Software or such Specified Consulting Service on a year to year basis, unless either party gives the other written notice, at least ninety (90) days prior to the expiration of the term, of its decision not to renew the term hereof with respect to such Specified DFM Software or such Specified Consulting Service, in which case the term as it relates to such Specified Consulting Service and/or such Specified DFM Software shall terminate on the June 30th at the expiration of its term.

ARTICLE 10. RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 Non-Appropriation of Funds. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 County Breaches. For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such breaches within seventy-two (72) hours of receipt of the notice ("Suspense Period"), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to

suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3 Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a “Debilitating Event” and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall cause the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM’s assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeeded to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term “Transition Period” shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the

expiration of the term of this Agreement. The obligations of the County set forth in this Agreement shall continue, to the extent applicable, notwithstanding the termination of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

ARTICLE 11. NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12. INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party from any judicial or administrative authority having jurisdiction, including any municipal or superior court of the State of California or any federal district court.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties addresses, for all purposes hereof, are as follows:

If to DFM: DFM Associates
10 Chrysler
Irvine, California 92618
Attn: Thomas G. Diebolt, President

If to the County: _____

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Sales and Use Taxes. The County shall be responsible for paying, and shall pay, all applicable sales and use taxes. If the County advises DFM that no sales or use taxes are due or collectible, then the County shall indemnify, defend, protect and hold DFM harmless from and with respect to any claim related to the collection, payment or reporting of such sales or use taxes, including all penalties and interest thereon or as a result of the non-payment thereof or the failure to file any return required to be filed, and any attorneys' fees incurred by DFM in enforcing its indemnity rights hereunder or in defending any claim to collect or pay such sales or use taxes.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and visa versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

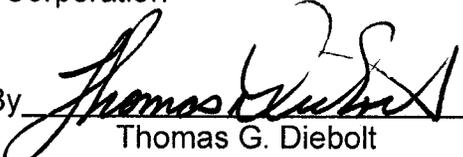
13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

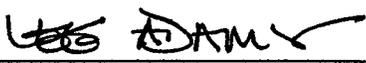
May 3, 2011

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California Corporation

COUNTY OF SIERRA, a political subdivision of the State of California

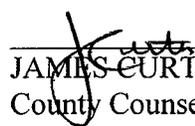
By 
Thomas G. Diebolt
President

By 
Its Lee Adams, BOS Chair

ATTEST:

APPROVED AS TO FORM:


HEATHER FOSTER
Clerk of the Board


JAMES CURTIS
County Counsel

EIMS™ for Windows SOFTWARE ADDENDUM

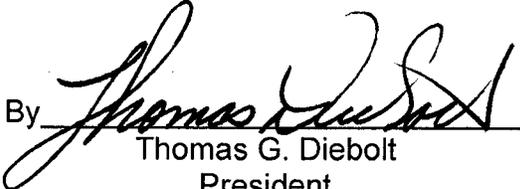
**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF _____, 2010
("MASTER AGREEMENT")**

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

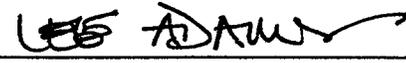
- 10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- 30 EIMS™ Software Licensing, Installation, Data Conversion and Training Fee: \$60,000.00.
- 40 Agreement Term: Including five (5) year warranty; five (5) years beginning April 1, 2011 and continuing thereafter until March 31, 2016.
- 50 LeadTools Installation Fee: \$600.00
- 70 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

May 3, 2011

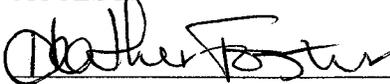
DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

COUNTY OF SIERRA, a political subdivision of the State of California

By 
Its BOS, Chair

ATTEST:


HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:


JAMES CURTIS
County Counsel

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

Create and maintain precincts, districts and the relationship between those entities.

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

Create and maintain office types, office definitions, and incumbent data.

Voters

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

Affidavit Tracking

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

Officers/Polling Places

Maintain records of polling places, election officers and election night workers.
Maintain history.

Election Workspace

Manage Election definitions including contests, candidates and measures. Provides Ballot typing, consolidation, election officer and polling place management for the election. Produce election related mailings and reports. Manage Absentee/Mailed ballot voters.

Petition Checking

Manage petition information, define new petitions, select random sample, provides system directed signature checking.

Resources

Manage county specific information and options.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 3, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
-------------------------------------	---

DEPARTMENT: Clerk-Recorder APPROVING PARTY: Heather Foster PHONE NUMBER: 530-289-3295
--

AGENDA ITEM: Minutes from the regular meeting held on February 2, 2016.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD

DATE

Minutes to be distributed
under separate cover
and/or at meeting.

RECEIVED
APR 20 2016
BY: _____

Sierra Valley Ground Water Management
District resignation letter from

Carl Genasci

See next page

Board of Directors SUBMID

I resign due
to moving to ~~the~~
Tehama county.

D. Boney
Mar 17, 16

Thank you for all
your cooperation during
my year on the
board