

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY
AND FIRST 5 SISKIYOU CHILDREN AND FAMILIES COMMISSION**

This Memorandum of Understanding is between the SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY, hereinafter referred to as "SCHHSA" or "COUNTY" and FIRST 5 SISKIYOU CHILDREN AND FAMILIES COMMISSION, a non-profit 501(c)3 corporation, hereinafter referred to as "FIRST 5 Siskiyou". This Memorandum of Understanding is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

RECITALS:

WHEREAS, the Siskiyou County Board of Supervisors adopted Resolution 21-71 (attached hereto as Exhibit A, which is hereby incorporated by reference), pursuant to California Welfare and Institutions Code Sec. 18982.2 establishing the Siskiyou County Children's Trust Fund and designating FIRST 5 Siskiyou as the Siskiyou County Child Abuse Prevention Council (CAPC) and pursuant to Welfare and Institutions Code Sec. 18965, designates FIRST 5 Siskiyou to administer the Children's Trust Fund;

WHEREAS, Welfare and Institutions Code 18966 requires the Children's Trust Fund to be used for child abuse and neglect prevention and intervention programs; and

WHEREAS, SCHHSA is responsible for County administered Social Services and Public Assistance programs.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services:**

Pursuant to Siskiyou County Resolution 21-71 and this Memorandum of Understanding (MOU), FIRST 5 SISKIYOU shall provide the following services.

- A. As the designated Siskiyou County CAPC, provide those functions of a Child Abuse Prevention Council as described in California Welfare and Institutions Code Sec. 18982.2, and comply with the provisions of the Child Abuse Prevention Coordinating Council Act, (California Welfare and Institutions Code, Div. 9, Part 6, Chapter 12.5, Section 18980 et seq.).
- B. Administer the Children's Trust Funds, ensuring that all specific requirements of the various funding sources are met. Exhibit B, attached hereto, provides fiscal and program guidance from the California Department of Social Services (CDSS) related to County Children's Trust Funds and the Community-Based Child Abuse Prevention Program.
- C. Expend funds on program proposals approved by the Board of Supervisors, maintain program and fiscal records, complete required reports and otherwise comply with Siskiyou County Resolution 21-71 and all applicable State guidelines, including but not limited to the Child Abuse Prevention Coordinating

Council Act and Section 18960, et. Seq. of the California Welfare and Institutions Code.

- D. Expend funds on program proposals approved by the Board of Supervisors, maintain program and fiscal records, complete required reports and otherwise comply with all CDSS guidelines in accordance with the Community-Based Child Abuse Prevention (CBCAP) Grants program as outlined in Title II of the Child Abuse Prevention and Treatment Act (CAPTA) (enacted in 1974 in P.L.93-247 and reauthorized in 2010 in P.L. 111-320) , the CDSS Office of Child Abuse Prevention (OCAP) instructions, CDSS All County Letters (ACL), CDSS All County Information Notices (ACIN) and CDSS County Fiscal Letters (CFL), related to CBCAP allocations.
- E. Submit an annual report for reconciliation to the Siskiyou County Health and Human Services Agency, no later than June 15th for the current fiscal year, detailing Children’s Trust Fund revenue received, the required local cash or in-kind match (33 1/3%), administrative and programmatic expenses, and programs/services funded with Children’s Trust Fund monies. After reconciliation, present this report to the Siskiyou County Board of Supervisors.

2. **Compensation:**

- A. Upon approval of the programs to be funded by the BOS, SCHHSA shall advance to FIRST 5 SISKIYOU 100% of the monies which have been received within the current fiscal year in the Children’s Trust Fund (inclusive of CBCAP, KidsPlate, Birth Certificate fees and any applicable interest) minus any authorized county administrative fees. Additionally, on the first working day of each month, SCHHSA will request any further deposits or funds received into the Children’s Trust Fund be advanced to First 5 Siskiyou. See B for issuances of rollover funds. Payments will be issued within 30 days of receipt of request for the advance.
- B. Any funds remaining from prior years (“rollover”) will be advanced upon approval of the BOS. Any rollover funds requested in advance must be expended within three (3) years of the original allocation fiscal year.
- C. Annually (no later than June 15th), FIRST 5 SISKIYOU shall submit original itemized receipts and other documentation requested by County to reconcile advanced funds (including rollover funds) with actual expenditures, ensuring that advances in each fiscal year are fully expended within the fiscal year and to support claims to the State regarding Children’s Trust Fund monies. June’s advance, and any future fiscal year advances, will not be paid until annual reconciliation is received and approved by the SCHHSA Director or designee, and submitted to Auditor-Controller for payment.
- D. Any unexpended funds must be returned by June 30th of the fiscal year in which the funds were advanced.

- E. In the event the MOU is terminated, any unexpended funds shall be returned to County, with a reconciliation report, for redistribution back into the Children's Trust Fund.
- F. Payment for services rendered is predicated upon full compliance of the MOU. Payment may be withheld if it is determined that FIRST 5 SISKIYOU is not in full compliance with the terms, conditions, and requirements of the MOU.

3. **Term of Memorandum of Understanding:**

This MOU shall commence on July 1, 2024, and shall continue through June 30, 2027.

Notwithstanding, the termination of this Memorandum of Understanding, either by its own terms or as set forth in Paragraph 4, the provisions of Paragraphs 5, 6, 7, (Records, Confidentiality, HIPAA) shall survive such termination.

4. **Termination of Memorandum of Understanding for Convenience of Either Party:**

Either party may terminate this MOU at any time by giving the other party, with Board of Supervisors approval, thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. FIRST 5 SISKIYOU shall be paid for all work satisfactorily completed prior to the effective date of said termination.

5. **Records:**

FIRST 5 SISKIYOU shall keep complete and accurate records for the services performed pursuant to this MOU and shall make such records available to SCHHSA upon request. FIRST 5 SISKIYOU shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements related to Children's Trust Fund monies for a minimum of five (5) years or longer period if required by law from the date of final payment under this MOU. FIRST 5 SISKIYOU shall provide all information necessary for reports required by the County, State or Federal government. FIRST 5 SISKIYOU shall fully cooperate with SCHHSA in providing any information required by any governmental entity concerning the program or services subject to this MOU. FIRST 5 SISKIYOU agrees to assure the confidentiality of any records that are required by law to be so maintained.

6. **Confidentiality:**

SCHHSA and FIRST 5 SISKIYOU agree to comply with and require their officers, employees, agents, volunteers, contractors and sub-contractors to comply with the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 to assure that:

- A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purpose of this MOU. No person shall publish, disclose or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- B. SCHHSA and FIRST 5 SISKIYOU agree to inform all of their officers, employees, agents, volunteers, contractors and sub-contractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7. **Health Insurance Portability and Accountability Act (HIPAA):**

FIRST 5 SISKIYOU shall comply with, and assist SCHHSA in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows:

- A. Use or Disclosure of Protected Health Information: FIRST 5 SISKIYOU may use or disclose protected health information (PHI) to perform its obligations under the MOU, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how SCHHSA could use or disclose the information.

FIRST 5 SISKIYOU shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. FIRST 5 SISKIYOU shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by SCHHSA, FIRST 5 SISKIYOU shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. FIRST 5 SISKIYOU shall report to SCHHSA any use or disclosure of PHI not provided for herein or HIPAA regulations.

If FIRST 5 SISKIYOU provides PHI to a third party, including officers, agents, employees, volunteers, contractors and sub-contractors, pursuant to the terms of the MOU, FIRST 5 SISKIYOU shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

- B. Documentation and Accounting of Uses and Disclosures: FIRST 5 SISKIYOU shall document any disclosures of PHI in a manner that would allow SCHHSA to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. FIRST 5 SISKIYOU shall provide SCHHSA, in a time and manner designated by SCHHSA, all information necessary to respond to a request for an accounting of disclosures of PHI.

- C. Amendments to Designated Record Sets: In accordance with 45 C.F.R. C. 164.526, FIRST 5 SISKIYOU agrees to amend PHI in its possession as requested by an individual or as directed by SCHHSA, in a time and manner designated by SCHHSA.
- D. Access to Records: FIRST 5 SISKIYOU shall make available to SCHHSA or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by SCHHSA or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing SCHHSA's compliance with HIPAA regulations.
- E. Termination of Agreement: Upon SCHHSA's knowledge of a material breach of these provisions or HIPAA regulations, SCHHSA shall, at its option, either provide FIRST 5 SISKIYOU with an opportunity to cure the breach or immediately terminate this MOU. If FIRST 5 SISKIYOU is given an opportunity to cure the breach but fails to do so within the time specified by SCHHSA, SCHHSA may terminate the MOU without further notice.
- F. Destruction of PHI: Upon termination of this MOU, FIRST 5 SISKIYOU shall return to SCHHSA all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of FIRST 5 SISKIYOU's officers, agents, employees, volunteers, contractors and sub-contractors who shall retain no copies of the PHI. If FIRST 5 SISKIYOU determines that returning or destroying the PHI is not feasible, FIRST 5 SISKIYOU shall provide SCHHSA with notice specifying the conditions that make return or destruction not feasible. If SCHHSA agrees that return of the PHI is not feasible, FIRST 5 SISKIYOU shall continue to extend the protections of this provision to the PHI for so long as FIRST 5 SISKIYOU or its officers, agents, employees, volunteers, FIRST 5 SISKIYOU or sub FIRST 5 SISKIYOUs maintain such PHI.

8. **Nondiscrimination:**

FIRST 5 SISKIYOU agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit C, and those terms and conditions are hereby incorporated into the MOU by reference.

9. **Changes in Regulations:**

If SCHHSA notifies FIRST 5 SISKIYOU of a change in County, SCHHSA or California Department of Social Service regulations or guidelines affecting MOU activities, FIRST 5 SISKIYOU shall choose one of the following options and notify SCHHSA in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that FIRST 5 SISKIYOU's operations are currently in compliance with the change in regulation or guideline; (2) Indicate that FIRST 5 SISKIYOU is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within a reasonable time; or (3) Notify SCHHSA of termination of the MOU

or seek modification of any terms of the MOU materially affected by a regulation or guideline change.

10. **Notice:**

Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class mail to:

SCHHSA: Siskiyou County Health and Human Services Agency
Attn: Deputy Director, Social Services Division
818 South Main Street
Yreka, CA 96097-3321
Phone: (530) 841-2752

FIRST 5 SISKIYOU: First 5 Siskiyou Children and Families Commission
310 N. Mount Shasta Blvd, Suite 5
Mount Shasta, CA 96067
Phone: (530) 918-7222

11. **Severability:**

If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not so conformable. The validity and enforceability of the remaining provisions, or portions of them, will not be affected.

12. **Partial Invalidity:**

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.

13. **Attorney's Fees:**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this MOU, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

14. **Conformance to Applicable Laws:**

FIRST 5 SISKIYOU shall comply with the standard of care regarding all applicable Federal, State and County laws, rules and ordinances. FIRST 5 SISKIYOU shall not discriminate in the employment of persons who work under this MOU because of race, color, national origin, ancestry, disability, sex or religion of such person.

15. **Expenses:**

FIRST 5 SISKIYOU shall be responsible for all costs and expenses incident to the performance of services related to Resolution 21 - 71 and this MOU, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against FIRST 5 SISKIYOU and all other costs of doing business.

16. **Waiver:**

In the event that either SCHHSA or FIRST 5 SISKIYOU shall at any time or times waive any breach of this MOU by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this MOU, whether of the same or any other covenant, condition or obligation.

17. **Governing Law:**

This MOU and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

18. **Reduction of Consideration:**

FIRST 5 SISKIYOU agrees that County shall have the right to deduct from any payments contracted for under this MOU any amount owed to County by FIRST 5 SISKIYOU as a result of any obligation arising prior or subsequent to the execution of this MOU. For purposes of this paragraph, obligations arising prior to the execution of this MOU may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this MOU, County shall give FIRST 5 SISKIYOU notice of the amount of any off-set and the reason for the deduction.

19. **Negotiated MOU:**

This MOU has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this MOU within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this MOU it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this MOU and the rights and duties arising out of this MOU, or that such party willingly foregoes any such consultation.

20. **Time is of the Essence:**

Time is of the essence in the performance of this MOU.

21. **Materiality:**

The parties consider each and every term, covenant, and provision of this MOU to be material and reasonable.

22. **Authority and Capacity:**

FIRST 5 SISKIYOU and FIRST 5 SISKIYOU's signatory each warrant and represent that each has full authority and capacity to enter into this MOU.

23. **Binding on Successors:**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of FIRST 5 SISKIYOU. FIRST 5 SISKIYOU and all of FIRST 5 SISKIYOU's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the MOU.

24. **Accumulation of Remedies:**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

25. **No Reliance on Representations:**

Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this MOU, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this MOU shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

26. **Workers' Compensation:**

Intentionally omitted. First 5 Siskiyou Children & Families Commission does not have any direct employees.

27. **Indemnification:**

FIRST 5 SISKIYOU shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of FIRST 5 SISKIYOU or FIRST 5 SISKIYOU's assistants, employees, or agents, including all claims relating to the injury

or death of any person or damage to any property. FIRST 5 SISKIYOU agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000), to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. FIRST 5 SISKIYOU shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of FIRST 5 SISKIYOU to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this MOU does not relieve FIRST 5 SISKIYOU from liability or limit FIRST 5 SISKIYOU's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this MOU, FIRST 5 SISKIYOU acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

28. **General Liability and Automobile Insurance:**

Intentionally omitted. First 5 SISKIYOU is covered under the County of Siskiyou's general liability policy. The agency (FIRST 5 SISKISYOU) does not have any agency owned vehicles.

29. **Certificate of Insurance and Endorsements:**

FIRST 5 SISKIYOU has insurance and endorsements that are acceptable to the County Risk Manager. Certificate of Insurance is available by request from the County Administrator's Office (CAO)

30. **Public Employees Retirement System (CalPERS):**

In the event that FIRST 5 SISKIYOU or any employee, agent, or subcontractor of FIRST 5 SISKIYOU providing services under this MOU is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, FIRST 5 SISKIYOU shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of FIRST 5 SISKIYOU 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. FIRST 5 SISKIYOU understands and agrees that its personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

31. **IRS/FTB Indemnity Assignment:**

FIRST 5 SISKIYOU shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by

the Internal Revenue Service or the State Franchise Tax Board with respect to FIRST 5 SISKIYOU's independent 501(c)(3) status that would establish a liability for failure to make social security and income tax withholding payments.

32. **Professional Liability:**

See comments in Section 29.

33. **Compliance with Applicable Laws:**

FIRST 5 SISKIYOU shall comply with all applicable federal, state, and local laws, now or hereafter in force, in performing the work and providing the services specified in this MOU. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or implied in this MOU.

- A. Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-144, any contractor who receives a total of \$500,000 or more per year in federal funds for the purpose of carrying out federal programs may be required to complete an annual audit. The funding threshold is aggregate funds from all sources.

If FIRST 5 SISKIYOU is subject to Annual Audit requirements, FIRST 5 SISKIYOU is required to submit a copy of the completed audit to the Siskiyou County Health and Human Services Agency no later than 30 days after completion, or as otherwise agreed to in writing by County and FIRST 5 SISKIYOU.

- B. Pursuant to Executive Order 123549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17, FIRST 5 SISKIYOU must be in good standing with the federal government, and may not be barred or suspended from federal financial assistance programs or activities, not proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency for the duration of this MOU, or County may elect to terminate the MOU. FIRST 5 SISKIYOU may not be listed on the Excluded Parties Listing System (EPLS) (<http://www.sam.gov>) prior to or during the term of the MOU.
- C. Pursuant to the Office of Management and Budget Circular A-133, FIRST 5 SISKIYOU is provided the Catalog of Federal Domestic Assistance (CFDA) numbers for programs administered on behalf of the California Department of Social Services attached hereto as Exhibit D.

34. **Waiver:**

No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision or any other. Any waiver granted by a party to this MOU shall be in writing.

35. **Covenant:**

This MOU has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this MOU shall be determined and governed by the laws of the State of California.

36. **Entire Agreement:**

This MOU supersedes all previous MOU, agreements, contracts and negotiations, whether written or oral, and constitutes the entire understanding of the parties hereto. FIRST 5 SISKIYOU shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by all parties. FIRST 5 SISKIYOU specifically acknowledges that in entering into and executing this MOU, FIRST 5 SISKIYOU relies solely upon the provisions contained in this MOU and no others.

(Signatures on next page)

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

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: FIRST 5 SISKIYOU
CHILDREN AND FAMILIES COMMISSION

Date: 6/20/2024 _____

DocuSigned by:
Allan S. Carver

Allan Carver, Vice Chairperson

TAXPAYER I.D. 473927472

ACCOUNTING:
Fund Organization Account
772044 - 212056/220000

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



Exhibit A

Resolution No. 21-71

Resolution of the Board of Supervisors of the County of Siskiyou, State of California, In The Matter of Appointing a New Child Abuse Prevention Coordinating Council (CAPC) Funded by the Siskiyou County Children’s Trust Fund

Whereas, pursuant to Welfare & Institutions Code 18982 et seq., the County of Siskiyou created a Child Abuse Prevention Coordinating Council (CAPC), on February 5, 2002 (Resolution No. 02-38); and

Whereas, pursuant to Welfare & Institutions Codes 18982 et seq., the County desires to designate a new qualified entity as the County’s CAPC to provide a forum for interagency cooperation and coordination in the prevention, detection treatment, and legal processing of child abuse cases; to promote public awareness of child abuse and neglect; facilitate training of professionals; recommend improvements in services; and encourage and facilitate community support for resources, services, and programs; and

Whereas, Welfare & Institutions Code § 18983 provides that CAPCs be funded from the County Children’s Trust Fund; and

Whereas, Siskiyou County has previously created a County Children’s Trust Fund on July 5, 2016 (Resolution No. 16-185); and

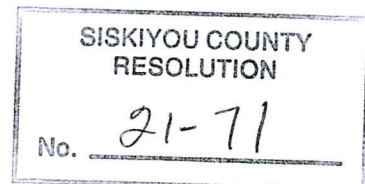
Whereas, Welfare & Institutions Code § 18965 requires that the Board of Supervisors designate a local board, commission, or council to administer the Children’s Trust Fund; and

Whereas, the First 5 Siskiyou Children and Families Commission (First 5) was established in 1999 by California State Proposition 10; and

Whereas, Welfare & Institutions Code § 18966 requires the Children’s Trust Fund to consist of birth certificate fees, grants, gifts, or bequests, and any local government entity contributions to be used for child abuse and neglect prevention and intervention programs and the County Treasurer to transmit funding into the Children’s Trust Fund; and

Whereas, in accordance with Welfare and Institutions Code § 18966, the county recorder may retain a percentage, not to exceed 10 percent, of the surcharge collectible pursuant to subdivision (b) of § 103625 of the Health and Safety Code, in order to defray costs of collection; and

Whereas, Welfare & Institutions Code § 18966.1 requires any county receiving less than \$20,000 per year for their Children’s Trust Fund to be granted federal funds necessary to bring that income up to the mandated amount; and



Whereas, Community-Base Child Abuse Prevention Program (CBCAP) allocations provided to counties consist of federal funding and Siskiyou County receives approximately \$30,000.00 annually; and

Whereas, revenue collect pursuant to Welfare & Institutions Code § 18966 has historically been approximately \$4,000 annually; and

Whereas, Welfare & Institutions Code § 18966.1 requires Children's Trust Fund and CBCAP funding to be utilized for specific purposes, meet federal and state mandates, and be reported annually to the Office of Child Abuse Prevention (OCAP); and

Whereas, in accordance with Welfare & Institutions Code § 18967, money in the Children's Trust Fund of each county shall be used to fund child abuse and neglect prevention and intervention programs operated by private nonprofit organizations or public institutions of higher education with recognized expertise in fields related to child welfare and the county shall use no more than five percent (5%) of the amounts in the trust fund for administrative costs; and

Whereas, in accordance with Welfare & Institutions Code § 18983.6, the designated CAOS shall develop a protocol for interagency coordination; and

Whereas, in accordance with Welfare & Institutions Code § 18967, as a designated CAPC, First 5 shall establish criteria for determining those programs which shall receive funding from the Children's Trust Fund and shall accept all program proposals that meet criteria set by the council and fund programs approved by the Board of Supervisors; and

Whereas, in accordance with Welfare & Institutions Code § 18983.8, the designated CAPC shall provide a local cash match or in-kind match of 33 1/3 percent; and

Whereas, when required and unless otherwise specified in subsequent Memorandum of Understanding, the Health and Human Services Agency is designated to monitor the projects and services funded with Children's Trust Fund monies.

Now, Therefore, Be It Resolved, that the Siskiyou County Board of Supervisors ("County") does hereby determine and declare as follows:

The First 5 Siskiyou Children and Families Commission (First 5) shall be designated as the CAPC for Siskiyou County to administer the Siskiyou County Children's Trust Fund in compliance with state and federal mandates; and

Siskiyou County Treasurer shall transmit funding into the Children's Trust Fund as required pursuant to Welfare & Institutions Code § 18966 and 18966.1; and

Funding and earned interest placed into the Children's Trust Fund shall be as required pursuant to Welfare & Institutions Code § 18966 and 18966.1; and

Additionally, the County Treasurer shall transmit the County's share of Kids Plate revenue into the Children's Trust Fund; and

Due to a smaller portion of CBCAP funding remaining after the required contribution to the Children's Trust Fund, those remaining CBCAP funds shall also be deposited into the Children's Trust Fund and be utilized according to federal and state mandates; and

First 5 shall expend funding in accordance with state and federal rules and regulations and consistent with the direction of the Siskiyou County Board of Supervisors; and

First 5 shall enter into an agreement or Memorandum of Understanding (MOU) with the Siskiyou County Health and Human Services Agency setting forth a distribution schedule of the Children's Trust Fund monies and any required monitoring activities; and

First 5 shall comply with annual OCAP state and federal reporting in partnership with the Siskiyou County Health and Human Services Agency; and

First 5 shall provide a copy of their annual financial statement to the County Auditor; and

First 5 shall prepare an annual report for the Siskiyou County Board of Supervisors detailing the expenditure of the Children's Trust Fund monies, activities performed based on those expenditures, and the source of the required cash or in-kind match raised pursuant to Welfare & Institutions Code §18983.8

Passed and Adopted by the Siskiyou County Board of Supervisors at a regular meeting of said Board, held on the 1st day of June, 2021 by the following vote:

AYES:	Supervisors Criss, Kobseff, Valenzuela, Ogren and Haupt
NOES:	None
ABSENT:	None
ABSTAIN:	



Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:

Laura Bynum,
County Clerk

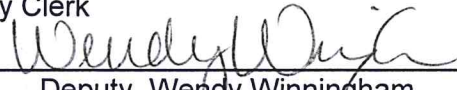
By 
Deputy, Wendy Winningham

Exhibit B



**COUNTY CHILDREN'S TRUST FUND
(CCTF)**

**Office of Child Abuse Prevention
744 "P" Street, MS 8-11-82
Sacramento, CA 95814
916-651-6960**

<http://www.childsworld.ca.gov/PG2289.htm>

COUNTY CHILDREN'S TRUST FUND (CCTF)

I. What is the County Children's Trust Fund?

In 1983, the Legislature passed Assembly Bill 2994, which authorized the creation of a County Children's Trust Fund (CCTF) in any California county in which the board of supervisors establishes a commission, board or council to coordinate child abuse and neglect prevention and intervention activities (Welf. & Inst. Code 18285).

The purpose of the CCTF is to support child abuse prevention services in the community and to fund child abuse prevention coordinating councils (CAPCs), along with child abuse and neglect prevention and intervention programs operated by private nonprofit organizations or public institutions of higher education, with recognized expertise in fields related to child welfare.

II. Authorities

The county Board of Supervisors (BOS) for each respective county is responsible for the CCTF. The BOS may designate an existing local voluntary commission, board or council to manage the CCTF. In those counties where the BOS does establish a commission, board or council, the county shall establish a CCTF.

In any county where the BOS does not designate a commission to manage the CCTF, fees collected from birth certificates shall be transferred for deposit in the State Children's Trust Fund (SCTF). In the event that the county does not create a CCTF, the BOS shall apply for funds from the SCTF to fund the local CAPC.

The commission designated by the BOS will:

- A. Accept all program proposals that meet criteria set by the commission
- B. Prioritize the proposals
- C. Recommend to the BOS those proposals that the commission feels should receive funding

The BOS may establish criteria for determining which programs are funded by CCTF or this may be determined by the designated commission. The BOS makes the final decision as to which programs are funded.

THE CCTF consists of moneys derived from the following sources:

- A. Fees from birth certificates
- B. Restitution fines for child abuse/molestation crimes
- C. Revenue from the "Have a Heart, Be a Star, Help Our Kids" special interest license plate program.

COUNTY CHILDREN'S TRUST FUND (CCTF)

- D. Federal Community-Based Child Abuse Prevention Program (CBCAP) grants
- E. Donations, i.e. grants, gifts, bequests from private sources to be used for child abuse and neglect prevention and intervention programs
- F. Any funds appropriated to the county to the trust fund by local government entities or by the Legislature Fund Oversight

According to the statute, counties receiving less than twenty thousand dollars (\$20,000) per year in their county Children's Trust Fund (CCTF) from birth certificate fees must use the amount of CBCAP funds necessary to bring the trust fund balance up to twenty thousand dollars (\$20,000). CBCAP funds deposited into the CCTF must adhere to CBCAP requirements.

III. Program Requirements:

- A. CCTF funds are intended for the support of child abuse prevention services in the community and will be used to fund child abuse and neglect prevention and intervention programs operated by private nonprofit organizations or public institutions of higher education with recognized expertise in fields related to child welfare.
- B. Assurances are required by the county and will be provided to the California Department of Social Services' (CDSS) Office of Child Abuse Prevention (OCAP) and will include all information necessary to meet federal reporting mandates for receipt of any federal funds for deposit in the CCTF.
- C. The county shall use no more than 5 percent of the amounts in the trust fund for administrative costs.

The OCAP and the local commission designated by the county BOS are required to annually collect and report the following data relevant to the SCTF and the local CCTF:

- A. Descriptions of the types of programs and services funded by the CCTF and SCTF.
- B. The target populations served from the funded programs.
- C. The amount in each portion of the SCTF and CCTF (e.g. CBCAP grants, birth certificate fees, special interest plate fees, and donations, etc.) as of June 30 each year.
- D. The amount disbursed in the preceding fiscal year.

IV. References

Regulations:

- Welfare and Institutions Code Sections 18285, 18965, 18966.1, 18967, 18968 and 18970(c)(1-2); 18983
- Health and Safety Code Section 103625

COUNTY CHILDREN'S TRUST FUND (CCTF)

- Penal Code Section 294
- Vehicle Code section 5072
- Community-Based Child Abuse Prevention Program (CBCAP) Fact Sheet
http://www.childsworld.ca.gov/res/OCAP/CBCAP_FactSheet.pdf



**COMMUNITY-BASED
CHILD ABUSE PREVENTION PROGRAM (CBCAP)**

**Office of Child Abuse Prevention
744 "P" Street, MS 8-11-82
Sacramento, CA 95814
916-651-6960**

www.childsworld.ca.gov/PG2289.htm

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

I. What is CBCAP?

CBCAP stands for Community-Based Child Abuse Prevention. It refers to specific types of child abuse prevention programs that exist in every state in the U.S.

II. Authorities

Federal: Title II of the Child Abuse Prevention and Treatment Act (CAPTA) Amendments of 1996 which was originally enacted in 1974. This Act was most recently amended and reauthorized on December 10, 2010, by the CAPTA Reauthorization Act of 2010 (P.L. 111-320).

State: Through an annual application process, the California Department of Social Services (CDSS) is designated by the Governor as the single state agency to administer and oversee the CBCAP Program. The Office of Child Abuse Prevention (OCAP), an office within the CDSS, is responsible for the oversight of CBCAP funds.

In accordance with the allocation formula contained in California Welfare and Institutions Code (W&IC) Section 18966.1(a), CBCAP funds are allocated annually to counties who have applied for the funds. The allocation formula is published in the annual County Fiscal Letter along with the each county's allocation.

Counties: According to the statute, counties receiving less than twenty thousand dollars (\$20,000) per year in their county Children's Trust Fund (CCTF) from birth certificate fees must use the amount of CBCAP funds necessary to bring the trust fund balance up to twenty thousand dollars (\$20,000). CBCAP funds deposited into the CCTF must adhere to CBCAP requirements.

In accordance with California W&IC Section 18966.1(a)(3) (d), the allocation of CBCAP funds to counties shall be contingent upon assurances that the counties will provide the OCAP all information necessary to meet federal reporting mandates.

III. Purpose

- A. To support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent child abuse and neglect;
- B. To support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and
- C. To foster understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

IV. Target Population

- Public awareness and education about preventing child abuse and neglect targeting the general public.
- Vulnerable families at risk of abuse or neglect, including but not limited to:
 - Parents (all, new, teens, etc.)
 - Parents and/or children with disabilities
 - Racial and ethnic minorities
 - Members of underserved or underrepresented groups
 - Fathers
 - Homeless families and those at risk of homelessness
 - Unaccompanied homeless youth
 - Adult former victims of child abuse and neglect or domestic violence

V. Use of Funds

CBCAP-funded activities are those designed to strengthen and support families to prevent child abuse and neglect. Allowable activities are described under Section 201(a)(1)(b) of the Act. These include but are not limited to:

- (1) Developing, operating, expanding, and enhancing community-based, and prevention focused programs and activities that:
 - a. Offer assistance to families;
 - b. Provide early, comprehensive support for parents;
 - c. Promote the development of parenting skills, especially in young parents and parents with very young children;
 - d. Increase family stability;
 - e. Improve access to other formal and informal resources available within communities, including access to such resources and opportunities for unaccompanied homeless youth;
 - f. Support the additional needs of families with children with disabilities through respite care and other services;

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

- g. Involve parents in the planning and program implementation of programs funded under this Title, including meaningful involvement of:
 - i. parents of children with disabilities,
 - ii. parents with disabilities,
 - iii. racial and ethnic minorities, and
 - iv. members of underrepresented and underserved groups;
 - h. Provide referrals to early health and developmental services;
 - i. Foster the development of a continuum of preventive services for children and families, including unaccompanied homeless youth, through State and community-based collaborations and partnerships, both public and private.
- (2) Start-up, maintenance, expansion, or redesign of specific family resource and support programs or community-based child abuse and neglect prevention program services such as, but not limited to:
 - a. respite care services,
 - b. disability services,
 - c. mental health services,
 - d. substance abuse treatment services,
 - e. domestic violence services,
 - f. housing services, transportation,
 - g. adult education,
 - h. home visiting, or
 - i. other similar services identified by the inventory and description of current services required under section 204(a)(3) as an unmet need, and integrated with the network of community-based family resource and support child abuse and neglect prevention program to the extent practicable given funding levels and community priorities;
- (3) Funding is maximized through leveraging of funds for the financing, planning, community mobilization, collaboration, assessment, information and referral, startup, training and technical assistance, information management and reporting, reporting and evaluation costs for establishing, operating, or expanding community-based and prevention-focused, programs and activities designed to strengthen and support families to prevent child abuse and neglect; and

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

- (4) Public information activities that focus on the healthy and positive development of parents and children and promotion of child abuse and neglect prevention activities;
- (5) Programs are accessible, effective, culturally appropriate, and build upon existing strengths;
- (6) Evidence informed and evidence-based programs are highly encouraged.
- (7) Evaluation of funded program.

In general, these **funds should be used to support primary prevention** (a.k.a., universal) programs and strategies which are available to all families, **as well as secondary (a.k.a., targeted) prevention efforts**, which target children and families at risk for abuse or neglect.

Tertiary prevention addresses families that have already demonstrated the need for intervention and have an open child welfare case. These families **are not eligible** for services under the CBCAP program.

No more than ten (10) percent of funds may be used for administrative costs. Administrative (i.e. indirect) costs are defined as:

Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.

Allowable costs that would not have been incurred had it not been for the program are direct program costs not administrative (e.g. program personnel, training, supplies, travel).

VI. Coordination and Collaboration with Related Prevention Efforts

The CBCAP program is specifically authorized to foster the development of a continuum of preventive services for children and families through State and community-based collaborations and public-private partnerships.

VII. Program Requirements

Counties are not required to participate in the CBCAP Program. Counties who elect to participate in the CBCAP Program are **required** to meet the program requirements set forth in the CBCAP statute, California Child and Family Services Review (C-CFSR) system and the OCAP annual reporting process.

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

VIII. References

Regulations:

- Welfare and Institutions Code sections 18965; 18966; 18966.1; 18967; 18968

County Fiscal Letters:

- <http://www.cdss.ca.gov/lettersnotices/PG959.htm>

IX. Program Resources

- Strengthening Families www.cssp.org
- Title II—Community Based Grants for the Prevention of Child Abuse and Neglect at Friends National Resource Center: <http://www.friendsnrc.org/cbcap>
- California Evidence-Based Clearinghouse www.cebc-4cw.org
- Family Development Matrix
<http://matrixoutcomesmodel.com/famdevmatrix.php>
- Strategies
<http://www.familyresourcecenters.net/>

EXHIBIT C

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

FIRST 5 SISKIYOU CHILDREN AND FAMILIES COMMISSION

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

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

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

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

Date

Michael N. Kobseff, Chair