



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF JULY 6, 2021 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. CLERK OF THE BOARD

Approve Board minutes for June 2021 [View Item](#)

B. AGRICULTURE/ WEIGHTS & MEASURES

- 1) Approve and authorize the Chair to sign Amendment No. 1, between Plumas County and California Department of Food and Agriculture (CDFA); Amendment increases the original amount of \$31,893.00 to \$63,786.00 and extends the contract end date of June 30, 2022 to June 30, 2023; for field work to control and eradicate non-native invasive weeds; Approved as to form by county Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 1, between Sierra County and California Department of Food and Agriculture (CDFA); Amendment increases the original amount of \$31,893.00 to \$63,786.00 and extends the contract end date of June 30, 2022 to June 30, 2023; for field work to control and eradicate non-native invasive weeds; Approved as to form by county Counsel [View Item](#)

C. AUDITOR

Adopt **RESOLUTION** establishing Appropriation limits for Fiscal Year 2021/2022 under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County, and the Board of Supervisors governed Special Districts. [View Item](#)

D. BEHAVIORAL HEALTH

- 1) Authorize no contact payment to Butte County Behavioral Health for \$1,262.15, for outpatient services, pending 2021/22 contract; discussion and possible action [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Unified School District providing a school based mental health prevention and early intervention services; not to exceed \$251,932.00; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County and Restpadd Health Corporation Red Bluff, to provide acute psychiatric and rehabilitation services in a non-hospital setting; not to exceed \$50,000.00; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign Agreement between Plumas County and Restpadd Health Corporation Redding, to provide acute psychiatric services; not to exceed \$65,000.00; approved as to form by County Counsel [View Item](#)
- 5) Approve and authorize the Chair to sign Agreement between Plumas County and North Valley Behavioral Health; to provide services to individuals with acute psychiatric conditions requiring rehabilitation services; not to exceed \$50,000.00; approved as to form by County Counsel [View Item](#)
- 6) Authorize payment of \$350.00, without a contract, to Dr. Juden Valdez for mental health doctor fees and specialty services [View Item](#)

- 7) Approve and authorize the Board Chair to sign five (5) year lease agreement between Plumas County and Environmental Alternatives, to establish a Wellness Center in Quincy that is more accessible to the community; approved as to form by County Counsel [View Item](#)

E. COUNTY COUNSEL

Approve and authorize the Chair to sign Public Defender contracts between Plumas County and Attorneys: Bill Abramson, Craig Osborne, and Jacob Zamora; effective June 1 2021; approve as to form by County Counsel [View Item](#)

F. ENVIRONMENTAL HEALTH

Authorize the Interim Director of Environmental Health to utilize 4-10 hour per day work schedule for Environmental Health Specialists, Hazardous Material Specialist, and Technicians, within the requirements set by the Memorandum of Understanding for General Unit employees; this schedule is not anticipated to reduce Environmental Health's ability to maintain the standard 8 am - 5 pm, Monday through Friday hours of operation. [View Item](#)

G. PLANNING

Approve and authorize staff to refund applicant, Hat Creek Construction & Materials, Inc., a portion of the fees for a Permit to Mine Reclamation Plan and Amendment of Special Use permit due to the withdrawal of Application (MR 11-20/21-01); Refund in the amount of \$5,813.00 [View Item](#)

H. PROBATION

Approve and authorize the Chair to sign agreement between Plumas County and BI Correctional Services Inc. for monitoring technologies and services for juveniles, parolees, probationers, pretrial defenders; not to exceed \$35,000.00; approved as to form by County Counsel [View Item](#)

I. PUBLIC HEALTH

- 1) Approve and authorize the Chair to sign agreement between Plumas County and the Office of Education, for activities related to the SNAP-Ed Program for Fiscal Year 2021-2022; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Cooperative agreement between Plumas County and Feather River College; to provide various health care services to Students attending Feather River College; not to exceed \$15,000.00; approved as to form by County Counsel [View Item](#)

J. PUBIC WORKS – ENGINEERING

Authorize Even Hasse, Senior Engineering Technician, to modify his work week from a five 8 – hour days, Monday through Friday, to four 10 – hour days, Monday through Thursday. [View Item](#)

K. SHERIFF

- 1) Approve and authorize the Chair to sign contract between Plumas County Sheriff's Office and May Nursing Services, to provide medical services to Jail inmates as required by law; not to exceed \$393,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract between Plumas County Sheriff's Office and Contract Pharmacy, to provide pharmaceutical services to Jail inmates as required by law; not to exceed \$100,000.00; approved as to form by County Counsel [View Item](#)
- 3) Approve and Authorize the Chair to sign contract between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to the Jail inmates as required by law; not to exceed \$60,000.00; approved as to form by County Counsel [View Item](#)
- 4) Approve and Authorize the Chair to sign contract between Plumas County Sheriff's Office and North Fork Family Medicine, to provide medical services to Jail inmates as required by law; not to exceed \$81,000.00; approved as to form by County Counsel [View Item](#)

- 5) Approve and Authorize the Chair to sign contract between Plumas County Sheriff's Office and Joseph Schad, D.O., to provide medical services to Jail inmates as required by law; not to exceed \$162,000.00; approved as to form by County Counsel [View Item](#)

L. **SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign agreement between Plumas County and the University of California, Davis; for professional training services to be provided to the Department of Social Services, Child Welfare Services staff; not to exceed \$15,810.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement between Plumas County and the University of California, Davis; for professional training services to be provided to the Department of Social Services, Eligibility, Employment and Training staff; not to exceed \$43,477.50; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Department of Social Services Director to sign agreement between Plumas County and Environmental Alternatives; for the operation of the Transitional Housing Program-Plus; the Rate for housing and supportive services is set at \$2,434.00 per month , for each of the two approved slots; approved as to form by County Counsel [View Item](#)

3. **UPDATE: PLUMAS COUNTY JAIL & DAY REPORTING CENTER RFP** – Paul Vlnar, CGL Companies Update on the progress of Plumas County Jail project.

4. **DEPARTMENTAL MATTERS**

A. **FACILITY SERVICES** – Kevin Correia

Approve and authorize the Chair to sign contract between Plumas County and Bob's Janitorial, to provide custodial services for County Facilities located in Quincy; 3 year term, from August 1, 2021 to July 31, 2024; not to exceed \$551,730.00 [View Item](#)

B. **LIBRARY** – Lindsay Fuchs

- 1) Authorize supplemental budget transfer from account 20370/46070 in the amount of \$345.00 to supplemental expenditure account 20670/ 521800 Office Expense; discussion and possible action [View Item](#)
- 2) Authorize supplemental budget transfer from account 20370/46070 in the amount of \$266.00 to supplemental expenditure account 20675/ 51020 Other Wages; discussion and possible action [View Item](#)

C. **PLANNING** – Tracy Ferguson

- 1) Approve and authorize Chair to sign Plumas County comment letter to the Federal Energy Regulatory Commission (FERC) regarding the Upper North Fork Feather River Hydroelectric Project, FERC Project No. 2105 New Project License; discussion and possible action [View Item](#)
- 2) Authorize for the Planning Department to recruit and fill, funded and allocated, one (1) FTE Assistant Planning Director Position, due to Notification of Retirement; discussion and possible action [View Item](#)
- 3) Authorize the Planning Department to fund both the new Assistant Planning Director hire, and the current Assistant Planning Director for a period of approximately 11 weeks; for training purposes; approximate budget increase \$22,000.00 (includes wages and benefits); discussion and possible action [View Item](#)

D. **PROBATION** – Keevin Allred

Adopt **RESOLUTION** for Juvenile Coordinating Council, which restates new and revised council representatives in accordance with Welfare Institutions Code Section 749.22; discussion and possible action [View Item](#)

E. **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill vacant, funded, Extra-Help Assistant Cook Position in Quincy for the Senior Nutrition Program; discussion and possible action [View Item](#)
- 2) Authorize the Director of Public Health to recruit and fill, vacant, funded and allocated, 1.00 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator; caused by resignation; discussion and possible action [View Item](#)

F. **SHERIFF** – Todd Johns

- 1) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Randy J. Vernon dba Grizzly Creek Electric Co., for electrical work and services provided from January 1, 2021 to date; contract term 01/01/2021 through 12/31/2021; not to exceed \$9,999.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and Authorize the chair to sign Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies, effective for three years from date of approval; discussion and possible action [View Item](#)

G. **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Approve and authorize the County Administrator to begin the Request for Proposals (RFP) process to procure consultant services to assist in the management of the American Rescue Plan Act funds; discussion and possible action [View Item](#)
- 2) Authorize the County administrator to recruit and fill 1.0 FTE Extra-Help Accounting Position for Budget Support; this position is funded by other wages; discussion and possible action [View Item](#)

5. **BOARD OF SUPERVISORS**

- A. Adopt **ORDINANCE**, and waive the first reading of the attached proposed Ordinance; setting respective salaries consistent with average salary of like officials in ten comparable counties as well as set a cost of living adjustment consistent with that received by the Plumas County Board of Supervisors; discussion and possible action **Four/ Fifths roll call vote** [View Item](#)
- B. Conduct a **PUBLIC HEARING** beginning at 1:00 PM, regarding Appeal Application of Substantial Pen order; discussion and possible action [View Item](#)
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: APN 115-065-004, Plumas County Law Library, 514 Jackson Street, Quincy
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- E. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- F. Appeal discussion regarding substantial pen order for Dr. Anne Williams

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, July 13, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, Chair 5th District

MEETING MINUTES

REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 1, 2021

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

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Public Comment Opportunity/Written Comment

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Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M.  **CALL TO ORDER/ROLL CALL**

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

 **PLEDGE OF ALLEGIANCE**

Dana Loomis leads the Pledge of Allegiance

 **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Supervisor Thrall removed Consent Agenda Item 2J1 for discussion

Supervisor Engle Removed Consent Agenda Item 2F2 for further discussion

 **PUBLIC COMMENT OPPORTUNITY**

Adrian comments on viewshed report on quality of the view if the Portola Mine Project had moved forward. Eddy Driscoll comment and requests that the softball field be renamed from Gansner to Josh Hart with Feather River Action, welcomed new members from all backgrounds who are interested in working with the group. Also spoke regarding his opposition to the renewal of Plumas and Sierra County's contract with USDA Wildlife Services.

 **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

There were no announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1.  **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion

2.  **CONSENT AGENDA**
These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall, Supervisor Engel.

A) **CLERK OF THE BOARD**

Approve Board minutes for May 2021

B) **BOARD OF SUPERVISORS**

1. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Christian Encounters Ministries: 39th Annual Agony Ride in the Sierra Valley, July 23-24, 2021)
2. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Chester/ Lake Almanor area (Mile High 100 Cycling Event, June 19, 2021)

3. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Chester/ Lake Almanor area for The 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2021)

C) **BEHAVIORAL HEALTH**

1. Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County and Environmental Alternatives Family Services, to provide housing, specialty mental health services and case management; due to high demand compensation amount to increase from \$636,000.00, not to exceed \$726,000.00; approved as to form by County Counsel
2. Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County and Restpadd Health Corporation Red Bluff, to provide recovery services; Due to high demand compensation amount to increase from \$50,000.00, not to exceed \$65,000.00; approved as to form by County Counsel
3. Approve and authorize the Chair to sign Amendment No. 3, to Memorandum of Understanding (MOU), between Plumas County and California Health and Wellness; to extend the term through June 30, 2023; approved as to form by County Counsel
4. Authorize Behavioral Health Director, to sign First Amendment to the 2019/2021 Memorandum of Understanding (MOU) between Plumas County and Yolo County Health and Human Services; to extend the date to December of 2021; approved as to form by County Counsel
5. Adopt and ratify **Resolution No. 21- 8590** to authorize the Director of Behavioral Health to sign any documents pertaining to Agreement No. 20-10192, as Plumas County Designee, for the State of California Department of Health Care Services; approved as to form by County Counsel
6. Approve and authorize the Chair to sign an agreement between Plumas County and Roundhouse Council, to continue to work with local Native American youth, families, and elders; not to exceed \$50,000.00; approved as to form by County Counsel
7. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas Rural Services for Child Mental Health Services; not to exceed \$75,000.00; approved as to form by County Counsel
8. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas Rural Services, for client support and homeless prevention; not to exceed \$286,113.00
9. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas Rural Services, for the Girls Rite Youth Prevention program; Not to exceed \$18,822.00; approved as to form by County Counsel
10. Approve and authorize the Chair to sign an agreement between Plumas County and Maria Assunta Vicini, Tai Chi Instructor; not to exceed \$16,000.00; approved as to form by County Counsel
11. Approve and authorize the Chair to sign an agreement between Plumas County and Public Health Agency – Veteran’s Outreach, to increase Veterans’ connectedness and support within the community; not to exceed \$50,000.00 approved as to form by County Counsel
12. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas County Public Health Agency Senior Connections; to provide opportunity to screen homebound seniors for early signs of depression or other mental illness; not to exceed \$65,000.00; approved as to form by County Counsel
13. Approve and authorize the Chair to sign an agreement between Plumas County and Crestwood Behavioral Health; not to exceed \$110,000.00; approved as to form by County Counsel

D) **BUILDING DEPARTMENT**

1. Approve and authorize the Chair to sign contract between Plumas County and David Humphrey, dba Crescent Tow and repair, under the Abandoned Vehicle Abatement Program; not to exceed \$10,000.00; approved as to form by County Counsel
2. Approve and authorize the Chair to sign contract between Plumas County and Joshua’s Ironworks Inc., dba Ron’s Tow Service for towing services under the Abandoned Vehicle Abatement Program; not to exceed \$10,000.00; approved as to form by County Counsel

E) **ELECTIONS**

Certify Election results of Hamilton Branch Fire Protection District Special Tax Election held on May 4, 2021

F) **ENVIRONMENTAL HEALTH**

1) Adopt **Resolution No. 21-8591** authorizing annual submittal of Solid Waste Local Enforcement Agency (LEA) grant for FY 2021-22, and authorize the Director of Environmental Health to sign various assurances as the Board of Supervisors designee; approved as to form by County Counsel

1) This matter was removed from consent agenda to allow for discussion:
Authorize the Interim Director of Environmental Health to utilize the 4-10 hour per day work schedule for Environmental Health Specialists, Hazardous Material Specialist, and / or Technicians, as standard work schedules, and as flexed schedules for some, as deemed necessary
Following discussion, this matter was tabled to a later date.

G) **FACILITY SERVICES & AIRPORTS**

Approve and authorize the Chair to sign agreement between Plumas County and DBT Transportation Services, LLC, for Automated Weather Observing Systems maintenance, inspection and repair; not to exceed \$21,200.00; approved as to form by County Counsel

H) **FAIRGROUNDS**

Authorize the Fairgrounds Director to purchase fixed asset, not to exceed \$16,484.00 (Commercial Heating & Air Unit for the Tulsa Scott Pavilion); previous unit failed in late winter during vaccination clinics; The Health Department has agreed to pay for new unit and installation

I) **PLUMAS COUNTY OFFICE OF EDUCATION**

Approve and authorize the Chair to sign Certification of Plumas County Early Education & Child Care Council (Local Planning Council) annual child care funding zip code priorities for 2021-2022

J) **PROBATION**

2) This matter was removed from consent agenda to allow for discussion:

Approve and authorize the Chair to sign agreement between Plumas County and BI Correctional Services Inc. for monitoring technologies and services for juveniles, parolees, probationers, pretrial defenders, and undocumented persons involved in the U.S. immigration court process; not to exceed \$35,000.00; approved as to form by County Counsel

Following discussion, this matter was tabled to a later date following further review of the contract.

3) Approve and authorize the Chair to sign agreement between Plumas County and DeMartile Automotive to provide general mechanic services for all Department of Probation cars and trucks; not to exceed \$12,000.00; approved as to form by County Counsel

K) **PUBLIC HEALTH**

Approve and direct the Chair to sign a Subcontract, First Amendment between Plumas County and Strategies by Design, for evaluation activities related to the Tobacco Use Reduction and Prevention Program; not to exceed \$101,124.50; approved as to form by County Counsel

L) **PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 1 to the Professional Services Agreement between Plumas County and Quincy Engineering, Inc., for final design phase engineering services for the Blairsden-Graeagle Bridge Replacement project; to extend the original contract date; approved as to form by County Counsel

M) **SOCIAL SERVICES**

Accept bid for one new vehicle from Quincy Auto Sales, not to exceed \$42,000.00, and authorize the Director of Social Services to sign all documents related to the purchase

3.  **LOST SIERRA CHAMBERS OF COMMERCE** – Presentation by Richard Aiple
How hospitality will drive the desired growth in Plumas County, while preserving our natural habitat and wild spaces; revisit Ordinance No. 90-741, with regards to Chambers suggestion for the County to budget \$200,000.00 from TOT revenues in the next 12 months, as an investment to fund two (2) of the “Regional” Chamber of Commerce Groups; discussion and possible action
Following discussion
Motion: For the Board of Supervisors to make a commitment today to invest in the Chambers of Commerce, with the dollar amount to be determined within 30 days, following budgetary discussions
Action: Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.
Vote: Motion failed (**summary:** Yes = 2, No = 3, Abstain = 0).
Yes: Supervisor Goss, Supervisor Hagwood.
No: Supervisor Ceresola, Supervisor Thrall, Supervisor Engel

4.  **DEPARTMENTAL MATTERS**

- A)  **FACILITY SERVICES & AIRPORTS** – Keven Correira
Authorize Facility Services and Airports to recruit and fill, funded and allocated, 1.0 FTE Building and grounds Maintenance Worker I/II, created by **Resolution No. 21-8566**, adopted by the Board of Supervisors on March 2, 2021; discussion and possible action

Motion: Authorize Facility Services and Airports to recruit and fill, funded and allocated, 1.0 FTE Building and grounds Maintenance Worker I/II, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.
Motion passed unanimously.
- B)  **HUMAN RESOURCES** – Nancy Selvage
Adopt a **Resolution No. 21-8592** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Crafts & Trades represented by the Operating Engineers Local #3; discussion and possible action **Roll call vote**

Motion: Adopt a Resolution ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Crafts & Trades represented by the Operating Engineers Local #3, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss, Supervisor Engel
- C)  **PLANNING** – Tracy Ferguson
1) Authorize the Planning Department to recruit and fill, funded and allocated, 1.0 FTE Assistant/ Associate/ Senior Planner, created by resignation; discussion and possible action

Motion: Authorize the Planning Department to recruit and fill, funded and allocated, 1.0 FTE Assistant/ Associate/ Senior Planner, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.
Motion passed unanimously.

- 2) Presentation regarding proposed State Minimum Fire Safe Regulations 2020; discussion and possible Board direction to staff
Following brief discussion, the Board directed Planning Department staff to proceed with a comment letter regarding the Counties strong opposition to these regulations for signature and return to the Board for review and possible action

D)  **PUBLIC WORKS** – John Mannle

- 1) Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 1.0 FTE PW Maintenance Worker position in the Chester Maintenance District, created due to retirement; discussion and possible action

Motion: Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 1.0 FTE PW Maintenance Worker position in the Chester Maintenance District, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 2) Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 2.0 FTE, in the Quincy Maintenance District; One Lead Maintenance Worker position, created by retirement; one Maintenance Worker position, created by resignation; discussion and possible action

Motion: Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 2.0 FTE, in the Quincy Maintenance District; One Lead Maintenance Worker position, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

E)  **SOLID WASTE** – John Mannle

Authorize payment of two invoices dated 04/01/2020 and 05/04/2020 totaling \$2,223.75, without a contract, to R3 Consulting Group for professional specialty services; discussion and possible action

Motion: Authorize payment of two invoices dated 04/01/2020 and 05/04/2020 totaling \$2,223.75, without a contract, to R3 Consulting Group for professional specialty services, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

F)  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Approve and authorize the Chair to sign agreement between Plumas County and Feather River Tourism Management District (FRTMD); to provide projects, programs, and activities that benefit businesses within FRTMD, in accordance with the FRTMD Management District Plan; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to sign agreement between Plumas County and Feather River Tourism Management District (FRTMD); to provide projects, programs, and activities that benefit businesses within FRTMD, in accordance with the FRTMD Management District Plan, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 2) County Administrator to provide updates regarding possible funding for Feather River Tourism Association's request for start-up fees; discussion and possible action;

During a brief update, the County Administrator reported that under ARPA newly released interim measures, FRTMD is not a qualified candidate for funding, due to date of establishment

- 3) Updates from the County Administrator regarding the American Rescue Plan Act; discussion and possible direction

Following brief discussion, the Board directed County Administrator to develop an RFP intended to contract a firm or consultant to assist in the all aspects of management regarding ARPA funds

5. **BOARD OF SUPERVISORS**

A. **APPOINTMENTS**

- 1) Appoint Carol Morganroth to the Chester Cemetery District, and permission to increase the number of their Board members from 3 to 5; discussion and possible action

Motion: Appoint Carol Morganroth to the Chester Cemetery District, and permission to increase the number of their Board members from 3 to 5, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 2) Accept Airport Land Use Commission Airport Manager, Kevin Correira's appointee Matthew Samuelson, to fill vacancy; discussion and possible action

Motion: Accept Airport Land Use Commission Airport Manager, Kevin Correira's appointee Matthew Samuelson, to fill vacancy, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

Motion passed unanimously.

Chair Engel announced items to be discussed in Closed Session

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- B. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- C. Conference with Legal Counsel: Existing litigation – Roxanne Jeskey, Petitioner vs. County of Plumas, Respondent, Superior Court of California, Plumas County, Case No. CV20-00173
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

No reportable action was taken

ADJOURNMENT

Adjourned meeting to Tuesday, June 8, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, Chair 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 8, 2021

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M. **CALL TO ORDER/ROLL CALL**

Roll Call.

Present: Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

Absent: Supervisor Hagwood.

PLEDGE OF ALLEGIANCE

Supervisor Goss leads the Pledge of Allegiance.



ADDITIONS TO OR DELETIONS FROM THE AGENDA



PUBLIC COMMENT OPPORTUNITY

Supervisor Engel stated that he has 30 pieces of email regarding opposition to renewal of the Wildlife Services contract.

Josh Hart Called commented on his opposition to the renewal of the Wildlife Services contract, and urged the County to find and engage in a non-lethal program.

Heidi Heart commented regarding opposition to the renewal of the Wildlife Services contract and urged the County to find and engage in a non-lethal program.

Michelle commented on her opposition to the renewal of the Wildlife Services contract.



DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

There were no Department Head announcements or reports at this time.

ACTION AGENDA

1.  **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion

2.  **CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Thrall.

A) **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Chamber of Commerce 75th Annual Plumas-Sierra County Fair Parade)

3.  **DEPARTMENTAL MATTERS**

A)  **FARM ADVISOR** – David Lile

Authorize and approve the Farm Advisor Department to direct a portion of unused, allocated budget to the purchase of a fixed asset, Thermo-Scientific Heratherm Gravity Convection Oven; not to exceed \$2,103.00; discussion and possible action; **Roll call vote**

Motion: Authorize and approve the Farm Advisor Department to direct a portion of unused, allocated budget to the purchase of a fixed asset, Thermo-Scientific Heratherm Gravity Convection Oven; not to exceed \$2,103.00; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Thrall.

B)  **FACILITY SERVICES** - Kevin Correira

Approve and authorize the Chair to sign contract agreement between Plumas County and Jason Blust, dba Heat Transfer Systems; to replace A/C compressors at the Quincy Library; not to exceed \$33,474.00; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Motion: Approve and authorize the Chair to sign contract agreement between Plumas County and Jason Blust, dba Heat Transfer Systems; to replace A/C compressors at the Quincy Library; not to exceed \$33,474.00, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Thrall.

C)  **PUBLIC HEALTH** – Dana Loomis

1. Authorize Public Health to recruit and fill, funded and allocated, 1.5 FTE Health Education Coordinator, Health Education Specialist, or Community Outreach Coordinator, Created by resignations; discussion and possible action

Motion: Authorize Public Health to recruit and fill, funded and allocated, 1.5 FTE Health Education Coordinator, Health Education Specialist, or Community Outreach Coordinator, Created by resignations; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel. Motion passed unanimously.

2. Authorize Public Health to recruit and fill, funded and allocated, 1.0 FTE Veteran's Service Officer, created by resignation; discussion and possible action

Motion: Authorize Public Health to recruit and fill, funded and allocated, 1.0 FTE Veteran's Service Officer, created by resignation; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

D)  **PUBLIC WORKS** – John Mannle

Adopt **RESOLUTION** approving the Road Maintenance Rehabilitation Account (RMRA) List of Projects for FY 2021-22; Funded by Senate Bill 1 (SB 1), the “Road Repair and Accountability Act of 2017”, and authorize the Director of Public Works to submit the project list to California Transportation Commission, perform related duties, and execute necessary documents as may be required to administer the SB 1 related funds; discussion and possible action; **Roll call vote**

Motion: Adopt **RESOLUTION No. 21-8593** approving the Road Maintenance Rehabilitation Account (RMRA) List of Projects for FY 2021-22; Funded by Senate Bill 1 (SB 1), the “Road Repair and Accountability Act of 2017”, and authorize the Director of Public Works to submit the project list to California Transportation Commission, perform related duties, and execute necessary documents as may be required to administer the SB 1 related funds; **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Thrall.

E)  **COUNTY ADMINISTRATOR** - Gabriel Hydrick

Adopt **RESOLUTION** Pertaining to Tax Revenue Exchange between the County of Plumas and the Hamilton Branch Community Service District in Plumas County for the Annexation of the Hamilton Branch Mutual Water Company in Plumas County and Dissolution of the Hamilton Branch Mutual Water Company in Plumas County; discussion and possible action; **Roll call vote**

Motion: Adopt **RESOLUTION No. 21-8594** Pertaining to Tax Revenue Exchange between the County of Plumas and the Hamilton Branch Community Service District in Plumas County for the Annexation of the Hamilton Branch Mutual Water Company in Plumas County and Dissolution of the Hamilton Branch Mutual Water Company in Plumas County; **Action:** Adjourn, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Thrall.

4.  **BOARD OF SUPERVISORS**

- A. Correspondence regarding the opposition to the PG&E project 2105 and, opposition to the Wildlife services Contract renewal.
Correspondence regarding the opposition to the PG&E project 2105, opposition to the Wildlife services Contract renewal, and Sierra Valley groundwater.
Correspondence regarding the opposition to the renewal of the Wildlife Services Contract over 30 emails
- B. Report by Supervisor Ceresola regarding issues relating to County government homeowners around Chilcoot regarding Fire Wise Communities
Report by Supervisor Thrall regarding issues relating to County government and meetings with Seneca Health regarding future development, and meeting regarding the PG&E Project 2105
Report by Supervisor Goss regarding issues relating to County government and Greenville Fire Wise Committee
Report by Supervisor Engel regarding issues relating to County government and US Forest Service OSV meeting.

Chair Engel announced items to be discussed in Closed Session

5.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Child Support Director (Board Only)
- B. Personnel: Public employee performance evaluation – Building Director (Board Only)
- C. Personnel: Public employee performance evaluation – Information Technology (Board Only)
- D. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on Friday 27, 2020
This matter was moved to June 15, 2021
- E. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
This matter was moved to June 15, 2020; per County Counsel
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There was no reportable action taken in closed session

 **ADJOURNMENT**

Adjourned meeting to Tuesday, June 15, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, Chair 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 15, 2021

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

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ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M.



CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Goss, Supervisor Ceresola, Supervisor Engel



PLEDGE OF ALLEGIANCE

Todd Johns lead the Pledge of Allegiance.



ADDITIONS TO OR DELETIONS FROM THE AGENDA

Agenda Item 4A was moved to next month, July 2021



PUBLIC COMMENT OPPORTUNITY

Denise commented on her opposition to Consent Agenda Item 2A, regarding Adopting a Resolution to opt out of Assembly Bill 1976; related to assisted outpatient treatment programs known as "Laura's Law" Jen representing 283 people who have signed a petition opposing the possible mandate of a Covid-19 Vaccine passport.

Josh Hart from Feather River Action group commented on the groups cleanup efforts in Portola; encouraged the ban of plastic bag use; and spoke regarding affordable housing.

Kelly Hendricks commented on her opposition to renewing the Wildlife Services contract.



DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Planning Department Director, Tracy Ferguson - announced that on June 23, 2021 there will be a Developer/ Builder Forum held at Nakoma Resort in Clio from 11:30 AM – 3:00 PM. More information to be posted on the Plumas County Planning Department web page.

Sheriff Todd Johns – Reported that his department is still in need of Correctional Facility employees and is actively recruiting individuals 18 years of age and up.

County Administrator, Gabriel Hydrick – Reported on the California June 15th reopening and the mask requirements. Per Cal/OSHA, protections from November 2020 that are still in effect until the Cal OSHA board meets on June 17th 2021 to consider revisions. County Counsel, Gretchen Stuhr

County Counsel, Gretchen Stuhr – further Clarified that we are currently operating under the Cal/OSHA protections put into place in November of 2020 because the Standars Board voted to withdraw the revisions to Cal/OSHA's COVID-19 prevention emergency temporary standards that they had voted to approve on June 3, 2021.

ACTION AGENDA



1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall, Supervisor Engel.

A) BEHAVIORAL HEALTH

Adopt **RESOLUTION No. 21-8595** allowing Plumas County to opt out of participation in Assembly Bill 1976; related to Assisted Outpatient Treatment program, commonly known as "Laura's Law"; current services would be reduced in order to fund the program; approved as to form by County Counsel
This matter discussed prior to the consent agenda for further discussion

B) PLANNING

Approve and authorize the Chair to sign the professional service agreement between Plumas County and Hinman and Associates Consulting, Inc., for FY 2021-2022, for support services with Upper Feather River Integrated Regional Water Management Program and Sierra Valley Ground Water Management District Groundwater Sustainability Plan; not to exceed \$30,000.00; approved as to form by County Counsel

C) SOCIAL SERVICES

- 1) Approve and authorize the Chair to sign contract agreement between Plumas County Social Services and April Bay, PH.D. for psychological evaluations of parents whose children are in the Child Welfare system; not to exceed \$25,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract agreement between Plumas County Social Services and National Council on Crime and Delinquency, for Internet Access to SafeMeasures®; not to exceed \$6,780.35 per year; approved as to form by County Counsel

3. PRESENTATIONS

- ### A) LOST SIERRA CHAMBERS OF COMMERCE – Presentation by Richard Aiple June 1st presentation follow up regarding investing in Tourism and the local Chambers of Commerce; discussion, possible action and/ or direction to staff **Four/ Fifths roll call vote**

Motion: Approve item 1, in the amount of \$55,000.00 to be paid out of the remaining contingency fund, for short term funding of the Chambers; upon receipt of a detailed budget plan, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Vote: Motion failed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Thrall.

No: Supervisor Hagwood, Supervisor Engel.

- ### B) WILDLIFE SERVICES – Derek Milsaps Informational presentation on their work with Plumas County



SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District



Convene as the Flood Control & Water Conservation District Governing Board

1. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – John Mannle

Approve and authorize the Chair to sign Amendment No. 20 to the Water Supply Contract; granting Flood Control & Water Conservation District the ability to sell excess water to offset the money paid to the State for unused water rights, and the ability to store water outside of the service area if needed; approved as to form by County Counsel; discussion, possible action and/or direction to staff

Motion: Approve and authorize the Chair to sign Amendment No. 20 to the Water Supply Contract; granting Flood Control & Water Conservation District the ability to sell excess water to offset the money paid to the State for unused water rights, and the ability to store water outside of the service area if needed, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.
Motion passed unanimously.



Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors

4. **DEPARTMENTAL MATTERS**

A) **COUNTY COUNSEL** – Gretchen Stuhr

Approve and authorize the Chair to sign Public Defender contracts, between Plumas County and Attorneys: Bill Abramson, Craig Osborne, and Jacob Zamora; effective June 1, 2021; approved as to form by County Counsel; discussion and possible action

This matter was postponed to be addressed in July 2021

B) **FACILITY SERVICES & AIRPORTS** – Kevin Correia

1) Authorize Chester Airport Manager to recruit and fill, funded and allocated, 1.0 FTE, or two (2) 0.5 FTE part time seasonal positions to assist with airport operations during fire season; discussion and possible action

Motion: Authorize Chester Airport Manager to recruit and fill, funded and allocated, 1.0 FTE, or two (2) 0.5 FTE part time seasonal positions to assist with airport operations during fire season, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

2) Appoint Kurt Montandon as Rogers Field Airport Manager, Chester; approve and authorize Chair to sign employment agreement; approved as to form by County Counsel; Discussion and possible action

Motion: Appoint Kurt Montandon as Rogers Field Airport Manager, Chester; approve and authorize Chair to sign employment agreement, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.
Motion passed unanimously.

C) **LIBRARY** – Lindsey Fuchs

Authorize the County Librarian to recruit and fill, grant funded, Extra-Help Literacy Program Assistant positions; discussion and possible action

Motion: Authorize the County Librarian to recruit and fill, grant funded, Extra-Help Literacy Program Assistant positions, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

D)  **PLANNING DEPARTMENT** – Tracy Ferguson

- 1) California Fire Safe Council County Wildfire Coordinators Grant opportunity; discussion, possible action and/ or direction to staff

Motion: To move forward with the next steps of California Fire Safe Council County Wildfire Coordinators Grant opportunity process; Naming Board of Supervisors contact to be Supervisor Engel **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.
Motion passed unanimously.

- 2) Adopt **RESOLUTION**, approving the Plumas County Local Hazard Mitigation Plan 2020 update; approved as to form by County Counsel; discussion and possible action

Motion: Adopt **RESOLUTION No. 21-8596**, approving the Plumas County Local Hazard Mitigation Plan 2020 update, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall, Supervisor Engel.

- 3) Adopt **RESOLUTION**, authorizing Plumas County to pass through the \$10,000 COVID-19 Emergency Homelessness Funding from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council to Plumas Crisis Intervention & Resource Center (PCIRC); approved as to form by County Counsel; discussion, possible action and or direction to staff

Motion: Adopt **RESOLUTION No. 21-8597**, authorizing Plumas County to pass through the \$10,000 COVID-19 Emergency Homelessness Funding from the California Business, Consumer Services, and Housing Agency, Homeless Coordinating and Financing Council to Plumas Crisis Intervention & Resource Center (PCIRC), **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall, Supervisor Engel.

- 4) Continued from June 1, 2021; as directed by the Board, County Comment Letter regarding strong opposition to the proposed State Minimum Fire Safe Regulations; discussion and possible action

Motion: Approve and authorize the Chair to sign the County Comment Letter regarding strong opposition to the proposed State Minimum Fire Safe Regulations, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

Motion passed unanimously.

E)  **PROBATION** – Keevin Allred

Authorize the Probation Department to recruit and fill, funded and allocated 1.0 FTE Supervising Probation Officer position; discussion and possible action

Motion: Authorize the Probation Department to recruit and fill, funded and allocated 1.0 FTE Supervising Probation Officer position, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

F)  **PUBLIC WORKS** - John Mannle

Authorize budget transfer of \$20,000.00 from Land Acquisition (54850), a fixed asset account, to other wages (account 51020), within the Road Fund Budget; reviewed by County Auditor; discussion and possible action **Four/ Fifts roll call vote**

Motion: Authorize budget transfer of \$20,000.00 from Land Acquisition (54850), a fixed asset account, to other wages (account 51020), within the Road Fund Budget; reviewed by County Auditor, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall, Supervisor Engel.

G)  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

1) Report and update on the FY 2020-2021 budget; discussion, possible action and/ or direction to staff.

2) Adopt **RESOLUTION** to adopt the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2021-2022, in Accordance with Government Code §29064.

Roll call vote

Motion: Receive report regarding 2020-2021 Budget and adopt **RESOLUTION No. 21-8598** to adopt the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2021-2022, in Accordance with Government Code §29064, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall, Supervisor Engel.

3) Update regarding RFP for Franchise Fee Auditing and Consultant Services and recommendation on successful bidder(s); subject to approval by County Counsel; Discussion and possible action

Motion: Approve the County Administrator's recommendation for successful bidder of RFP regarding Franchise Fee Auditing and Consultant Services by awarding communications/ wireless communications and similar auditing services to Cohen Law Group, and awarding hauling and hauling like auditing services to Michael Balliett Consulting, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

Chair Engel announced items to be discussed in Closed Session

5.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Child Support Director
- B. Personnel: Public employee performance evaluation – Building Director
- C. Personnel: Public employee performance evaluation – Information Technology

- D. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- E. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There were no reportable actions taken in closed session



ADJOURNMENT

Adjourned meeting to Tuesday, July 6, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, Chair 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 22, 2021

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may

attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M. **CALL TO ORDER/ROLL CALL**
Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.



PLEDGE OF ALLEGIANCE

- Gabriel Hydrick leads the Pledge of Allegiance



PUBLIC COMMENT OPPORTUNITY

None

ACTION AGENDA



COUNTY ADMINISTRATOR– Gabriel Hydrick

Adopt Revised Plumas County COVID -19 Prevention Program (CCP) to align with Cal/OSHA's June 17, 2021 Revised COVID-19 Regulations; discussion and possible action

Motion: Adopt Revised Plumas County COVID -19 Prevention Program (CCP) to align with Cal/OSHA's June 17, 2021 Revised COVID-19 Regulations, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.



ADJOURNMENT

Adjourned meeting to Tuesday, July 6, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California.

2B1



Willo Vieira
Agricultural Commissioner
Sealer of Weights & Measures
willovieira@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture

Agriculture Commissioner Sealer of Weights and Measures



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: June 17, 2021
To: Honorable Board of Supervisors
From: Willo Vieira, Agricultural Commissioner/
Sealer of Weights & Measures
Re: CDFA Agreement #20-1001-000-SA-Amendment #1

A handwritten signature in black ink, appearing to read "Willo Vieira".

Recommendation: Approve and authorize the Chair to sign Agreement #20-1001-000-SA-Amendment #1 between California Department of Food and Agriculture (CDFA) and Plumas County.

Background and Discussion: The amendment between CDFA and Plumas County increase the original amount of \$31,893.00 to \$63,786.00 and extends the contract end date of June 30, 2022 to June 30, 2023. This agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Plumas County. Approved as to form by County Counsel.

i. Revised Reporting/Invoicing Schedule

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Important dates:

First Progress Report	September 1, 2021
Second Progress Report	September 1, 2022
Final Date to Expend March 31, 2023 funding portion identified on budget	March 31, 2023
Final Invoice for March 31, 2023 funding portion identified on budget	April 30, 2023
Final Date to Complete Field Work and expend remaining funds per budget	June 30, 2023
Final Report	July 31, 2023
Final Invoice Due	August 15, 2023

Final project reports are required 30 days after project completion, no later than July 31, 2023. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Noxious Weed Grant Program Budget

County of Plumas

January 15, 2021 - June 30, 2023

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Techn	\$27,200.00	\$0.00
Title: Extra Help/Temporary	\$12,800.00	\$0.00
Title: Administrative Assistant II	\$0.00	\$475.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$40,000.00	\$475.00
Operating Expenses		
Supplies: (must be itemized)		
PPE-Eyewear, gloves, shirts, vests	\$500.00	\$0.00
Electric 120 Rewind Hose Reel	\$1,400.00	\$0.00
Equipment: (must be itemized)		
110 ga truck/spray rig combo-200 hours @ \$48/hour	\$0.00	\$9,600.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Milestone Amount: 16 gallon Cost: \$308/gallon	\$4,928.00	\$0.00
Type: Polaris Amount: 10 gallon Cost: \$56/gallon	\$560.00	\$0.00
Type: Dyne-Amic Amount: 30 gallon Cost: \$33/gallon	\$990.00	\$0.00
Type: Garlon Ultra 4 Amount: 22 gallon Cost: \$72/gallon	\$1,584.00	\$0.00
Type: Telar XO Amount: 2 pounds Cost: \$214/pound	\$428.00	\$0.00
Type: Transline Amount: 10 gallon Cost: \$154/gallon	\$1,540.00	\$0.00
Other		
Equipment Maintenance	\$900.00	\$0.00
		\$0.00
Mileage for Weed Control 50.575 x 3400 miles	\$1,955.00	\$0.00
Subtotal Operation Exp.	\$14,785.00	\$9,600.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
Meetings/Cal IPC Symposium	\$3,000.00	\$0.00
Travel	\$0.00	\$250.00
Administration	\$0.00	\$0.00
Outreach	\$2,000.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$59,785.00	\$10,325.00
Indirect* 10% Personnel Costs	\$4,000.00	\$47.50
Total	\$63,785.00	\$10,372.50
Amount must be fully expended by March 31, 2023 or sooner	\$31,893.00	
Amount must be expended by June 30, 2023 or sooner	\$31,893.00	
Grant Total CDFA Funding	\$63,785.00	
Grant Total Cost Share	\$10,372.50	

* if claiming less than 25% max Indirect Cost Rate please check this box:

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
20-1001-000-SA

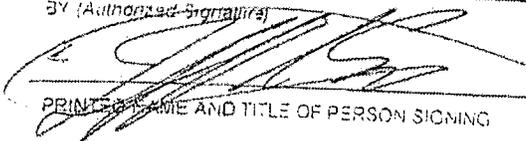
1. This Agreement is entered into between the State Agency and the Recipient named below
- STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
- RECIPIENT'S NAME
COUNTY OF PLUMAS
2. The Agreement Term is January 15, 2021 through June 30, 2022
3. The maximum amount of this Agreement is: \$31,893.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement.
- | | |
|--|-----------|
| Exhibit A. Recipient and Project Information | 1 Page |
| Exhibit B. General Terms and Conditions | 4 Page(s) |
| Exhibit C. Payment and Budget Provisions | 1 Page |
| Attachments: Scope of Work and Budget | |

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF PLUMAS

BY (Authorized Signature)



DATE SIGNED (Do not type)

2-16-2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Engel, Chair

Approved as to form:

ADDRESS

208 Fairgrounds Road, Quincy, CA 95971-9462



STATE OF CALIFORNIA

COUNTY COUNSEL

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

Monica Aguirre

Digitally signed by Monica Aguirre
Date: 2021.02.17 11:53:24 -0800

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	David Kratville	Name:	Tim Gibson
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF PLUMAS
Address:	2800 Gateway Oaks Drive	Address:	208 Fairgrounds Road
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Quincy, CA 95971-9462
Phone:	916-201-2588	Phone:	530-283-6365
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	timgibson@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jennifer Gordon	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-262-1102	Phone:	
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws, regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

6. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

8. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. **Property Damage**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. **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 will not be affected thereby.

11. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

12. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (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. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

14. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

15. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

16. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

18. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

19. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

21. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

22. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

PROJECT APPLICATION
Plumas-Sierra Counties Department of Agriculture

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- Increase the profitability and value of crop land and rangeland
- Decrease the costs of roadside, park, and waterway maintenance
- Reduce the fire hazard and fire control costs in the state
- Protect the biodiversity of native ecosystems
- Maintain the recreational and aesthetic value of open space, recreational, and public areas
- Increase water supply and flow

Project Activities (check all that apply):

- Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: Section 4500 Noxious weeds and A & B rated weeds in Plumas County.

Methodology: This project is on-the-ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Plumas County.

Most of these sites have been mapped and entered into the Calflora Database, but this project will include surveying and mapping of several new sites found in October of 2019. The sites will be mapped using our handheld GPS units and the data will be entered into Google Earth Pro to calculate the acres or square feet of each site. Maps will then be developed using the Google Earth platform. The sites will also be entered into the Calflora database and included in our mid-year and final reports to CDFA.

The sites that were discovered in 2019 were located off of information gathered from the public that visited our outreach booth at our county fair. Part of this grant will be used to expand our outreach program to other events throughout Plumas County.

This project is CEQA Exempt through Regulatory Action, Article 19, Class 7, Section 15307. The required CEQA documents will be submitted with this grant application.

Location(s): Plumas County.

Weed Removal/Control Techniques(s): This project will use weed control techniques consistent with our county's IPM practices to insure the long term success of this project. These techniques include herbicide,

Budget
County of Plumas
January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Tech.	\$13,600.00	\$0.00
Title: Extra Help/Temporary	\$6,400.00	\$0.00
Title: Administrative Assistant II	\$0.00	\$475.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$20,000.00	\$475.00
Operating Expenses		
Supplies: (must be itemized)		
PPE-Eyewear, gloves, shirts, vests	\$250.00	\$0.00
Electric 120 Rewind Hose Reel	\$700.00	\$0.00
		\$0.00
		\$0.00
Equipment: (must be itemized)		
110 ga truck/spray rig combo-200 hours @ \$48/hour	\$0.00	\$9,600.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Milestone Amount: 8 gallon Cost: \$308/gallon	\$2,464.00	\$0.00
Type: Polaris Amount: 5 gallon Cost: \$56/gallon	\$280.00	\$0.00
Type: Dyne-Amic Amount: 15 gallon Cost: \$33/gallon	\$495.00	\$0.00
Type: Garlon Ultra 4 Amount: 11 gallon Cost: \$72/gallon	\$792.00	\$0.00
Type: Telar XO Amount: 1 pounds Cost: \$214/pound	\$214.00	\$0.00
Type: Transline Amount: 5 gallon Cost: \$154/gallon	\$770.00	\$0.00
Other		
Equipment Maintenance	\$450.00	\$0.00
		\$0.00
Mileage for Weed Control \$0.575 x 1700 miles	\$977.50	\$0.00
Subtotal Operation Exp.	\$7,392.50	\$9,600.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
Meetings/Cal IPC Symposium	\$1,500.00	\$0.00
Travel	\$0.00	\$250.00
Administration	\$0.00	\$0.00
Outreach	\$1,000.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$29,892.50	\$10,325.00
Indirect* 10% Personnel Costs	\$2,000.00	\$47.50
Total	\$31,892.50	\$10,372.50
Grant Total CDFA Funding	\$31,892.50	
Grant Total Cost Share		\$10,372.50

* If claiming less than 25% max Indirect Cost Rate please check this box

X



Willo Vieira
Agricultural Commissioner
Sealer of Weights & Measures
willovieira@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture

**Agriculture Commissioner
Sealer of Weights and Measures**



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: June 21, 2021

To: Honorable Board of Supervisors

From: Willo Vieira, Agricultural Commissioner/ *WV*
Sealer of Weights & Measures

Re: CDFA Agreement #20-1005-000-SA-Amendment #1

Recommendation: Approve and authorize the Chair to sign Agreement #20-1005-000-SA-Amendment #1 between California Department of Food and Agriculture (CDFA) and Sierra County, administered by Plumas County Department of Agriculture.

Background and Discussion: The amendment between CDFA and Sierra County increases the original amount of \$31,731.00 to \$63,461.00 and extends the contract end date of June 30, 2022 to June 30, 2023. This agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Sierra County. The Agreement will be administered by Plumas County Department of Agriculture. Approved as to form by County Counsel.

**AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER 20-1005-000-SA

AMENDMENT NUMBER 1

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SIERRA

2. The term of this Agreement is: January 15, 2021 through June 30, 2023

3. The maximum amount of this Agreement is: \$63,461.00

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

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2022 to a new expiration date of June 30, 2023.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$31,730.50 for a new total not to exceed \$63,461.00. A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is hereby incorporated into the Agreement effective January 15, 2021.

A revised Reporting/Invoicing Schedule is attached (1 Page), which replaces the original schedule, and is hereby incorporated into the Agreement effective January 15, 2021.

Sections of the Cooperative Agreement, Exhibit B, Terms and Conditions are hereby amended by removing clause #9 "Property Damage" effective January 15, 2021.

Removing:

~~**9-Property Damage**~~

~~Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.~~

The time extension and increase in funds is required because new funding became available to assist the counties on their projects allowing them additional time to continue control efforts and follow-up on monitoring.

All other terms and conditions of this Agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Approved as to form:

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SIERRA

 6/15/21

BY (Authorized Signature)



DATE SIGNED (Do not type)

July 5, 2021

COUNTY COUNSEL

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Engel, Chair Plumas County Board of Supervisors

ADDRESS

208 Fairgrounds Road, Quincy, CA 95971-9462

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

i. Revised Reporting/Invoicing Schedule

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Important dates:

First Progress Report	September 1, 2021
Second Progress Report	September 1, 2022
Final Date to Expend March 31, 2023 funding portion identified on budget	March 31, 2023
Final Invoice for March 31, 2023 funding portion identified on budget	April 30, 2023
Final Date to Complete Field Work and expend remaining funds per budget	June 30, 2023
Final Report	July 31, 2023
Final Invoice Due	August 15, 2023

Final project reports are required 30 days after project completion, no later than July 31, 2023. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Noxious Weed Grant Program Budget
 County of Sierra
 January 15, 2021 - June 30, 2023

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Tech.	\$27,200.00	\$0.00
Title: Extra Help/Temporary	\$12,800.00	\$0.00
Title: Administrative Assistant II	\$0.00	\$475.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$40,000.00	\$475.00
Operating Expenses		
Supplies: (must be itemized)		
PPE-Eyewear, gloves, shirts, vests	\$500.00	\$0.00
600 PSI Spray Hose	\$700.00	\$0.00
2 Backpack sprayers 2 @ \$130 ea	\$520.00	\$0.00
		\$0.00
Equipment: (must be itemized)		
110 ga truck/spray rig combo-200 hrs @ \$43/hr	\$0.00	\$9,500.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Milestone Amount: 16 gallons Cost: \$308/gallon	4,928.00	0.00
Type: Polaris Amount: 10 gallons Cost: \$56/gallon	560.00	0.00
Type: Dyne-Amic Amount: 30 gallons Cost: \$33/gallon	990.00	0.00
Type: Garlon Ultra 4 Amount: 20 gallons Cost: \$72/gallon	1,440.00	0.00
Type: Telar XO Amount: 2 pounds Cost: \$214/pounds	428.00	0.00
Type: Transline Amount: 10 gallons Cost: \$154/gallon	1,540.00	0.00
Other		
Equipment Maintenance	\$900.00	\$0.00
		\$0.00
Mileage for Weed Control \$0.575 x 3400	\$1,955.00	\$0.00
Subtotal Operation Exp.	\$14,461.00	\$9,600.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
Meetings/Cal IPC Symposium	\$3,000.00	\$0.00
Travel	\$0.00	\$250.00
Administration	\$0.00	\$0.00
Outreach	\$2,000.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$59,461.00	\$10,325.00
Indirect* 10% Personnel Costs	\$4,000.00	\$47.50
Total	\$63,461.00	\$10,372.50
Amount must be fully expended by March 31, 2023 or sooner	\$31,730.50	
Amount must be expended by June 30, 2023 or sooner	\$31,730.50	
Grant Total CDFA Funding	\$63,461.00	
Grant Total Cost Share	\$10,372.50	

* If claiming less than 25% max Indirect Cost Rate please check this box:

X

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

20-1005-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SIERRA

2. The Agreement Term is January 15, 2021 through June 30, 2022

3. The maximum amount of this Agreement is \$31,731.00

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

Exhibit A: Recipient and Project Information 1 Page

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

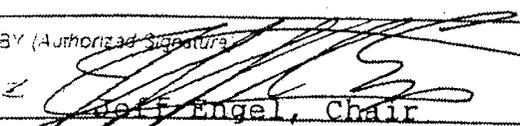
RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SIERRA

BY (Authorized Signature)

DATE SIGNED (Do not type)


Jeff Engel, Chair

3-9-2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Engel, Chair

Approved as to form:

ADDRESS

208 Fairgrounds Road Quincy, CA 95971-9462

 2/22/21

COUNTY COUNSEL

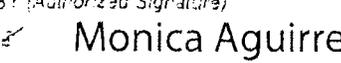
STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)


Monica Aguirre

Digitally signed by Monica Aguirre
Date: 2021.03.10 11:17:45 -08'00'

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET ROOM 120
SACRAMENTO CA 95814

CJ

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

20-1005-000-SA

1 This Agreement is entered into between the State Agency and the Recipient named below

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SIERRA

2 The Agreement Term is January 15, 2021 through June 30, 2022

3 The maximum amount of this Agreement is \$31,731.00

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

Exhibit A Recipient and Project Information 1 Page

Exhibit B General Terms and Conditions 4 Pages

Exhibit C Payment and Budget Provisions 1 Page

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

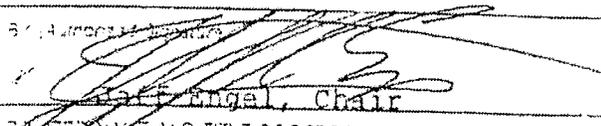
RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SIERRA

6. Authorized Signature

DATE SIGNED (Do not type)


Jeff Engel, Chair

3-9-2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Engel, Chair

Approved as to form:

ADDRESS

208 Fairgrounds Road Quincy CA 95971-9482

 2/22/21

STATE OF CALIFORNIA

COUNTY COUNSEL

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

6. Authorized Signature

DATE SIGNED (Do not type)


Monica Aguirre
Digitally signed by Monica Aguirre
Date: 2021.03.19 11:17:45 -08'00

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS BRANCH CHIEF OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1223 N STREET ROOM 120
SACRAMENTO CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein. The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	David Kratville	Name:	Tim Gibson
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF SIERRA
Address:	2800 Gateway Oaks Drive	Address:	208 Fairgrounds Road
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Quincy, CA 95971-9462
Phone:	916-201-2588	Phone:	530-283-6365
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	timgibson@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jennifer Gordon	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-262-1102	Phone:	
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws, regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

6. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

8. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. **Property Damage**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. **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 will not be affected thereby.

11. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

12. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (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. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

14. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

15. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

16. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

18. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

19. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

21. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

22. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

PROJECT APPLICATION
Plumas-Sierra Counties Department of Agriculture

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- Increase the profitability and value of crop land and rangeland
- Decrease the costs of roadside, park, and waterway maintenance
- Reduce the fire hazard and fire control costs in the state
- Protect the biodiversity of native ecosystems
- Maintain the recreational and aesthetic value of open space, recreational, and public areas
- Increase water supply and flow

Project Activities (check all that apply):

- Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: Section 4500 Noxious weeds and A & B rated weeds in Sierra County.

Methodology: This project is on-the-ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Sierra County.

Most of these sites have been mapped and entered into the Calflora Database, but this project will include surveying and mapping of several new sites found in October of 2019. The sites will be mapped using our handheld GPS units and the data will be entered into Google Earth Pro to calculate the acres or square feet of each site. Maps will then be developed using the Google Earth platform. The sites will also be entered into the Calflora database and included in our mid-year and final reports to CDFA.

The sites that were discovered in 2019 were located off of information gathered from the public that visited our outreach booth at our county fair. Part of this grant will be used to expand our outreach program to other events throughout Sierra County.

This project is CEQA Exempt through Regulatory Action, Article 19, Class 7, Section 15307. The required CEQA documents will be submitted with this grant application.

Location(s): Sierra County.

Weed Removal/Control Techniques(s): This project will use weed control techniques consistent with our county's IPM practices to insure the long term success of this project. These techniques include herbicide,

hand pulling, mowing, and cut stump treatments. We will be using our existing fleet of 2 truck mounted sprayers, 2 ATV mounted sprayers, and backpack sprayers. Herbicides to be used are:

- Dow Agrosience – Milestone, Garlon 4 Ultra, and Transline.
- Nufarm - Polaris
- Bayer - Telar XP
- Helena Chemical – Dyne-Amic

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Final project reports are required 30 days after project completion, no later than July 31, 2022. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Budget
County of Sierra
January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Techn.	\$13,600.00	\$0.00
Title: Extra Help/Temporary	\$6,400.00	\$0.00
Title: Administrative Assistant II	\$0.00	\$475.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$20,000.00	\$475.00
Operating Expenses		
Supplies: (must be itemized)		
PPE-Eyewear, gloves, shirts, vests	\$250.00	\$0.00
600 PSI Spray Hose	\$350.00	\$0.00
2 Backpack sprayers 2 @ \$130 ea	\$260.00	\$0.00
		\$0.00
Equipment: (must be itemized)		
110 ga truck/spray rig combo-200 hrs @ \$48/hr	\$0.00	\$9,600.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Milestone Amount: 8 gallons Cost: \$308/gallon	2,464.00	0.00
Type: Polaris Amount: 5 gallons Cost: \$56/gallon	280.00	0.00
Type: Dyne-Amic Amount: 15 gallons Cost: \$33/gallon	495.00	0.00
Type: Garlon Ultra 4 Amount: 10 gallons Cost: \$72/gallon	720.00	0.00
Type: Telar XO Amount: 1 pounds Cost: \$214/pounds	214.00	0.00
Type: Transline Amount: 5 gallons Cost: \$154/gallon	770.00	0.00
Other		
Equipment Maintenance	\$450.00	\$0.00
		\$0.00
Mileage for Weed Control \$0.575 x 1700	\$977.50	\$0.00
Subtotal Operation Exp.	\$7,230.50	\$9,600.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
Meetings/Cal IPC Symposium	\$1,500.00	\$0.00
Travel	\$0.00	\$250.00
Administration	\$0.00	\$0.00
Outreach	\$1,000.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$29,730.50	\$10,325.00
Indirect* 10% Personnel Costs	\$2,000.00	\$47.50
Total	\$31,730.50	\$10,372.50
Grant Total CDFA Funding	\$31,730.50	
Grant Total Cost Share		\$10,372.50

* If claiming less than 25% max indirect Cost Rate please check this box:

X

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



2C

Date: May 13, 2021
To: The Honorable Board of Supervisors
From: Roberta Allen, CPA, Auditor / Controller
Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2021/22

RECOMMENDATION:

Adopt a Resolution adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2021/22.

BACKGROUND:

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2021/22 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

<https://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2021.pdf>

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

RESOLUTION NO. 21-_____

A Resolution establishing Fiscal Year 2021/2022 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2021/2022; and has prepared the applicable statements showing the calculation, and such statements are available for public review;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2021/2022; and

BE IT FURTHER RESOLVED, that the appropriations limit for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 39,673,386
Quincy Lighting	\$ 148,712
CSA #11 (Ambulance)	\$ 80,277
Beckwourth CSA	\$ 23,119

BE IT FURTHER RESOLVED, that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

RESOLUTION NO. 21-_____

The foregoing, Resolution No. 21-_____ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 6th day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



**Gretchen Stuhr
Plumas County Counsel**

Plumas County
Prop 4 Calculations
January 1, 2020 to January 1, 2021

California Department of Finance Per Capita Percentage change over prior year	$\frac{5.73 + 100}{100} = 1.0573$	¹
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Plumas County Population Percentage Change	$\frac{(0.77) + 100}{100} = 0.9923$	²
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Calculation of Factor for FY 2021/22	1.0492	^{1x2}
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Plumas County

**Prop 4 Spending Limit-Revision
FY 2021/22**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0573
X	
Population Growth from 01/01/20-01/01/21	0.9923
<hr/>	
Growth Factor FY 2021/22	1.0492

FY 2020/21 Prop 4 Spending Limit \$ 37,812,987

FY 2021/22 Prop 4 Spending Limit \$ 39,673,386



6/21/2021

**Roberta M. Allen, CPA
Auditor / Controller**

Quincy Lighting

**Prop 4 Spending Limit-Revision
FY 2021/22**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0573
X	
Population Growth from	
01/01/20-01/01/21	0.9923
Growth Factor FY 2021/22	1.0492

FY 2020/21 Prop 4 Spending Limit \$ 141,738

FY 2021/22 Prop 4 Spending Limit \$ 148,712


6/21/2021

**Roberta M. Allen, CPA
Auditor / Controller**

Beckwourth CSA

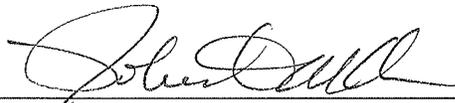
**Prop 4 Spending Limit-Revision
FY 2021/22**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0573
X	
Population Growth from	
01/01/20-01/01/21	0.9923
<hr/>	
Growth Factor FY 2021/22	1.0492

FY 2020/21 Prop 4 Spending Limit	\$	22,035
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FY 2021/22 Prop 4 Spending Limit	\$	23,119
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6/21/2021

Roberta M. Allen, CPA
Auditor / Controller

CSA #11

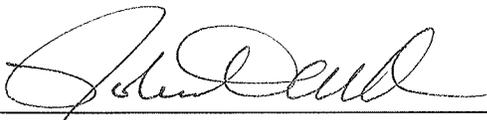
Prop 4 Spending Limit-Revision
FY 2021/22

Growth Factor:

Per Capita Personal Income Change from Prior Year	1.0573
X	
Population Growth from 01/01/20-01/01/21	0.9923
Growth Factor FY 2021/22	1.0492

FY 2020/21 Prop 4 Spending Limit	\$	76,512
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FY 2021/22 Prop 4 Spending Limit	\$	80,277
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6/21/2021

Roberta M. Allen, CPA
Auditor / Controller

**Prop 4 Spending Limits-Revision
FY 2021/22**

Jurisdiction	County FY20/21 Limit	County FY 2021/22 Factor	County FY 2021/22 Limit	District FY 2021/22 Limit
Plumas County	\$ 37,812,987	1.0492	\$ 39,673,386	
Crescent Mills Lighting	\$ -	1.0492	\$ -	
Quincy Lighting	\$ 141,738	1.0492	\$ 148,712	
West Almanor CSD	\$ 871,179	1.0492	\$ 914,041	
CSA #8 Water	\$ -	1.0492	\$ -	
Plumas Eureka CSD	\$ 79,944	1.0492	\$ 83,878	
CSA #11	\$ 76,512	1.0492	\$ 80,277	
Beckwourth CSA	\$ 22,035	1.0492	\$ 23,119	
Indian Valley CSD	\$ 22,882	1.0492	\$ 24,008	
P.C. Flood Control	\$ -	1.0492	\$ -	
Greenhorn Creek CSD	\$ 116,559	1.0492	\$ 122,294	
Prattville-Almanor Fire	\$ 94,572	1.0492	\$ 99,225	
Beckwourth Fire	\$ 49,290	1.0492	\$ 51,715	
Chester Fire	\$ 372,571	1.0492	\$ 390,901	
Crescent Mills Fire	\$ 373,514	1.0492	\$ 391,890	
Graeagle Fire	\$ 201,244	1.0492	\$ 211,145	
Hamilton Branch Fire	\$ 494,305	1.0492	\$ 518,624	
Laporte Fire	\$ 33,557	1.0492	\$ 35,208	
Meadow Valley Fire	\$ 143,291	1.0492	\$ 150,341	
Peninsula Fire	\$ 404,709	1.0492	\$ 424,620	
Quincy Fire	\$ 654,652	1.0492	\$ 686,861	
Sierra Valley Fire	\$ 128,835	1.0492	\$ 135,174	
Indian Valley CSD	\$ 184,433	1.0492	\$ 193,507	
Eastern Plumas Rural Fire	\$ 146,891	1.0492	\$ 154,118	
Chester Cemetery	\$ -	1.0492	\$ -	
Crescent Mills Cemetery	\$ -	1.0492	\$ -	
Cromberg Cemetery	\$ -	1.0492	\$ -	
Greenville Cemetery	\$ -	1.0492	\$ -	
Meadow Valley Cemetery	\$ -	1.0492	\$ -	
Mohawk Valley Cemetery	\$ -	1.0492	\$ -	
Portola Cemetery	\$ -	1.0492	\$ -	
Quincy Cemetery	\$ 393,338	1.0492	\$ 412,691	
Taylorville Cemetery	\$ -	1.0492	\$ -	
Central Plumas Rec.	\$ 1,112,231	1.0492	\$ 1,166,953	
Johnsville PUD	\$ 153,611	1.0492	\$ 161,169	
Graeagle CSD	\$ 33,338	1.0492	\$ 34,978	
Greenville CSD	\$ 694,721	1.0492	\$ 728,901	
IV Soil Conser.	\$ -	1.0492	\$ -	
La Porte Cemetery	\$ -	1.0492	\$ -	
Air Pollution Control	\$ -	1.0492	\$ -	
CSA #12	\$ -	1.0492	\$ -	
Sierra Valley Ground Water	\$ -	1.0492	\$ -	
Feather River Canyon CSD	\$ -	1.0492	\$ -	
Totals	\$ 44,812,940		\$ 47,017,737	



May 2021

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2021.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

/s/ Erika Li

Erika Li
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: $1.0573 \times 0.9954 = 1.0524$

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2020-2021	1-1-20	1-1-21	1-1-2021
Plumas				
Portola	-0.98	1,947	1,928	1,928
Unincorporated	-0.74	16,309	16,188	16,188
County Total	-0.77	18,256	18,116	18,116

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Prop 4 Spending Limits-Revision

Prior Yr

FY 2020/21

Jurisdiction	County FY 19/20 Limit	County FY 2020/21 Factor	County FY 2020/21 Limit	District FY 2020/21 Limit
Plumas County	\$ 36,418,171	1.0383	\$ 37,812,987	
Crescent Mills Lighting	\$ -	1.0383	\$ -	
Quincy Lighting	\$ 136,510	1.0383	\$ 141,738	
West Almanor CSD	\$ 839,044	1.0383	\$ 871,179	
CSA #8 Water	\$ -	1.0383	\$ -	
Plumas Eureka CSD	\$ 76,995	1.0383	\$ 79,944	
CSA #11	\$ 73,690	1.0383	\$ 76,512	
Beckwourth CSA	\$ 21,222	1.0383	\$ 22,035	
Indian Valley CSD	\$ 22,038	1.0383	\$ 22,882	
P.C. Flood Control	\$ -	1.0383	\$ -	
Greenhorn Creek CSD	\$ 112,260	1.0383	\$ 116,559	
Prattville-Almanor Fire	\$ 91,084	1.0383	\$ 94,572	
Beckwourth Fire	\$ 47,472	1.0383	\$ 49,290	
Chester Fire	\$ 358,828	1.0383	\$ 372,571	
Crescent Mills Fire	\$ 359,736	1.0383	\$ 373,514	
Graeagle Fire	\$ 193,821	1.0383	\$ 201,244	
Hamilton Branch Fire	\$ 476,071	1.0383	\$ 494,305	
Laporte Fire	\$ 32,319	1.0383	\$ 33,557	
Meadow Valley Fire	\$ 138,006	1.0383	\$ 143,291	
Peninsula Fire	\$ 389,780	1.0383	\$ 404,709	
Quincy Fire	\$ 630,504	1.0383	\$ 654,652	
Sierra Valley Fire	\$ 124,082	1.0383	\$ 128,835	
Indian Valley CSD	\$ 177,630	1.0383	\$ 184,433	
Eastern Plumas Rural Fire	\$ 141,473	1.0383	\$ 146,891	
Chester Cemetery	\$ -	1.0383	\$ -	
Crescent Mills Cemetery	\$ -	1.0383	\$ -	
Cromberg Cemetery	\$ -	1.0383	\$ -	
Greenville Cemetery	\$ -	1.0383	\$ -	
Meadow Valley Cemetery	\$ -	1.0383	\$ -	
Mohawk Valley Cemetery	\$ -	1.0383	\$ -	
Portola Cemetery	\$ -	1.0383	\$ -	
Quincy Cemetery	\$ 378,829	1.0383	\$ 393,338	
Taylorville Cemetery	\$ -	1.0383	\$ -	
Central Plumas Rec.	\$ 1,071,204	1.0383	\$ 1,112,231	
Johnsville PUD	\$ 147,945	1.0383	\$ 153,611	
Graeagle CSD	\$ 32,108	1.0383	\$ 33,338	
Greenville CSD	\$ 669,095	1.0383	\$ 694,721	
IV Soil Conser.	\$ -	1.0383	\$ -	
La Porte Cemetery	\$ -	1.0383	\$ -	
Air Pollution Control	\$ -	1.0383	\$ -	
CSA #12	\$ -	1.0383	\$ -	
Sierra Valley Ground Water	\$ -	1.0383	\$ -	
Feather River Canyon CSD	\$ -	1.0383	\$ -	
Totals	\$ 43,159,915		\$ 44,812,940	

AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER 20-1001-000-SA

AMENDMENT NUMBER 1

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF PLUMAS

2. The term of this Agreement is: January 15, 2021 through June 30, 2023

3. The maximum amount of this Agreement is: \$63,786.00

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

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2022 to a new expiration date of June 30, 2023.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$31,893.00 for a new total not to exceed \$63,786.00. A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is hereby incorporated into the Agreement effective January 15, 2021.

A revised Reporting/Invoicing Schedule is attached (1 Page), which replaces the original schedule, and is hereby incorporated into the Agreement effective January 15, 2021.

Sections of the Cooperative Agreement, Exhibit B, Terms and Conditions are hereby amended by removing clause #9 "Property Damage" effective January 15, 2021.

Removing:

~~9. Property Damage~~

~~Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.~~

The time extension and increase in funds is required because new funding became available to assist the counties on their projects allowing them additional time to continue control efforts and follow-up on monitoring.

All other terms and conditions of this Agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF PLUMAS

Approved as to form:

BY (Authorized Signature)



DATE SIGNED (Do not type)

July 5, 2021



COUNTY COUNSEL

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Engel, Chair-Plumas County Board of Supervisors

ADDRESS

208 Fairgrounds Road, Quincy, CA 95971-9462

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

20(1-4)

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Tony Hobson Ph.D., Director

DATE: July 6, 2021
TO: Honorable Board of Supervisors
FROM: Tony Hobson Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize \$1262.15 no contract payment to Butte County Behavioral Health.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$251,932.00 Agreement with Plumas Unified School District.
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with Restpadd-Redding.
4. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with Restpadd-Red Bluff.

BACKGROUND AND DISCUSSION:

1. It is respectfully requested the Board of Supervisors approve and authorize \$1262.15 no contract payment to Butte County Behavioral Health for outpatient services. Plumas County Behavioral Health is entering into an agreement for fiscal year 2021/22.
2. The \$251,932.00 Agreement with PUSD, consists in a working partnership creating programs to address the needs of students and their families by providing school based mental health prevention and early intervention services. This Agreement has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.
3. The \$50,000.00 Agreement with Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric

conditions that require rehabilitation services. This agreement has been approved to form by County Counsel.

4. The \$50,000.00 Agreement with Restpadd-Red Bluff is a psychiatric health facility, serving adult and children experiencing acute psychiatric episodes or crisis who require rehabilitation services in a non-hospital setting. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Unified School District**, a political subdivision of the State of California (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed two hundred fifty-one thousand, nine hundred thirty-two dollars (\$251,932.00).
3. Term. The term of this Agreement commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Tony Hobson, Ph.D., Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Terry Oestreich, Superintendent
Plumas Unified School District
50 Church Street
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Plumas Unified School District, a political subdivision of the State of California

By: _____
Name: Terry Oestreich
Title: Superintendent
Date signed:

By: _____
Name: Traci Holt
Title: Governing Board President
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Tony Hobson Ph.D.
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

Name: Jeff Engel
Title: Chair, Board of Supervisors
Date signed:

Attest:

By: _____
Name: Heidi Putnam
Title: Clerk, Board of Supervisors
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

6/7/2021



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 PLUMAS UNIFIED SCHOOL DISTRICT referred to herein as Business Associate (“BA”), dated July 1, 2021.

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)(ii)(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 it 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)(ii)(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

Name: Tony Hobson, Ph.D.
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Terry Oestreich
Title: Superintendent
Address: 50 Church Street
Quincy, California, 95971
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Plumas Unified School District – School-Based Mental Health Services and Multi-Tiered Systems of Support

Over the past six years, Plumas Unified School District (PUSD) and Plumas County Behavioral Health (PCBH) have worked in partnership to create a program born out of innovation to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

In an effort to expand this program's reach and scope to meet increasing need for school-based mental health services, PCBH and PUSD are creating an integrated model of the previously successful school-based program by including school-based Medi-Cal billable mental health services.

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Unified School District for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by PUSD include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow PUSD to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. PUSD Early Intervention supports also include supports for family members of students, provided by or supported through Student Service Coordinators.

Deliverables:

- PUSD will provide PBIS Tier I and Tier II infrastructure practice with fidelity in all communities within the district.
- PUSD will provide a 1.0 FTE Student Services Coordinator in each community with student population at or above 400.

- PUSD will provide a .5 FTE Student Services Coordinator in each community with student population less than 400 as funding allows.
- PUSD will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- PUSD will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- PUSD will provide referral to PCPH for all Tier III individuals for assessment and level of care determination.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

Measurable outcomes:

- PUSD will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. PUSD will be able to report out the number of students referred to services across the district quarterly (see below for collection method).
- PUSD will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams meet once to four times monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- PUSD will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from PUSD at the quarterly reporting periods.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

Data collection methods:

- PUSD will utilize our student database to extract demographic reporting of students served.
- PUSD will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.
- PUSD will report out the number of students within the district receiving Tier II evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.

- PUSD will report out the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.
- PUSD will report out the number of family members of students at risk that are supported by Student Service Coordinators across the district. These numbers will be collected by Student Service Coordinator documentation of daily contacts.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>1000
Transition Age Youth (TAY) (16-25)	>275
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services rendered pursuant to this agreement shall be at the following location(s).

Plumas Unified School District

50 Church Street
Quincy CA 95971

Chester Elementary School

158 Aspen Street, Chester, CA 96020

Chester Junior/Senior High School

612 First Street, Chester, CA 96020

Greenville Elementary School

225 Grand Street, Greenville, CA 95947

Greenville Junior/Senior High School

117 Grand Street, Greenville, CA 95947

Quincy Elementary School

175 N. Mill Creek Road, Quincy, CA 95971
246 Alder Street, Quincy, CA 95971

Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971

C. Roy Carmichael Elementary School

895 West Street, Portola, CA 96122

Portola Junior/Senior High School

155 Sixth Avenue, Portola, CA 96122

II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Unified

School District, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

Goal

The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.

These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that PUSD will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

IV. MONITORING

Track and report annually or as noted on the following:

- A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.
- B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- C. Bi-Annual completion of: State Consumer Perception Survey.
- D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. PUSD will be held to the documentation standards that are expected by the Department of Healthcare Services.

V. MEDI-CAL CERTIFICATION AND GOALS:

- A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- B. Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VI. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A. 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- C. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- D.** 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- E.** 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Elizabeth Brunton ebrunton@pcbh.services and accounts payable Che Shannon cshannon@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

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 Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

D. Fee Structure:

Program Category	Description of Cost	Maximum Amount
Personnel		
1.0 FTE Behavioral Health Specialist – Portola Community	100% salary and benefit cost	\$101,364
1.0 FTE Student Service Coordinator – Quincy Community	100% salary and benefit cost	\$73,852
.5 FTE Student Service	100% salary and benefit cost	\$38,358

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Restpadd Health Corporation, Red Bluff (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. Term. The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Restpadd Health Corporation, Red Bluff, from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if

it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Tony Hobson, Ph.D., Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Mark Montgomery, PsyD.
Executive Director
Restpadd Health Corporation, Red Bluff
925 Walnut
Red Bluff, CA 96080

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

By: _____
Name: Mark Montgomery, Psy.D.
Title: Executive Director
Date signed:

CONTRACTOR:

By: _____
Name: April Cordova
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Tony Hobson, Ph.D.,
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

Name: Jeff Engel
Title: Chair, Board of Supervisors
Date signed:

ATTEST

By: _____
Name: Heidi Putnam
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

6/10/2021



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 Restpadd Health Corporation, Red Bluff, referred to herein as Business Associate (“BA”), dated July 1, 2021

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 HITECT 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)(ii)(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 it 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 CF.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)(ii)(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

Name: Tony Hobson, Ph.D, Director
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Mark Montgomery, PsyD.
Title: Executive Director
Address: 2750 Eureka Way
Redding Ca 96001
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

1. **SCOPE OF SERVICES:**

a. Fee for Service Access:

Contractor will provide County access to a bed space on a first come, first serve “Fee for Services” basis. County agrees to pay the all-inclusive “fee for service” daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor’s psychiatric health facility (PHF).

The county Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

b. Program:

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual’s mental health status, stabilization and maintenance of the mental health condition, improvement of patient’s functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept “involuntary” and “voluntary” adult or children patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county Adults System or Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patients has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2: the patient no longer meets criteria for an involuntary hold, or 3) the patients’ needs a higher level of medical or psychiatric care. It is

expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed. Restpadd Psychiatric Health Facility (PHF), shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.
2. Patients who have the primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
 - a. Detoxification from substance abuse
 - b. Treatment for substance induced delirium
4. Disorders caused by chronic organic brain dysfunction.
5. Behavioral, cognitive and/or physical impairment which would render the patients unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.

6. Those who meet criteria for less restrictive treatment.

c. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program. Restpadd PHF will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity.

To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days, or longer than 5 days, will be dependent on the individual needs of the patient. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

d. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150), the patients meeting admission criteria will be admitted to Restpadd PHF. An initial assessment will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

e. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

- f. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:
 - i. Name and address of the injured or deceased person;
 - ii. Name and address of Contractor's subcontractor, if any; and
 - iii. Name and address of Contractor's liability insurance carrier believed to be involved.

EXHIBIT B - FEE SCHEDULE

DAILY ALL-INCLUSIVE RATES

Fiscal year 2021/2022 Rates

ADULTS

Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1010.00 per day, excluding the day of discharge.

CHILDREN/YOUTH

Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$ 1275.00 per day, excluding the day of discharge.

An additional Four Hundred Dollars (\$400.00) per client, per day will be charged to COUNTY for increased levels of observation (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

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 Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

EXHIBIT C
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

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

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential requirement of this Agreement. After the certification date, should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

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

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

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

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Plumas County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary’s status has changed since the last service. Additional services may be provided only with the Director’s written authorization based on individual case treatment/service needs.

III. PATIENT RIGHTS

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

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, “Beneficiary Problem Resolution Processes,” and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor’s beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor’s rendering of services pursuant to this Agreement may also be investigated by the County’s or Contractor’s Patients’ Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <https://www.plumascounty.us/DocumentCenter/View/18099/Guide-to-Medi-Cal-Mental-Health-Services?bidId=>

1. State DHCS Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.

EXHIBIT C
MEDI-CAL REQUIREMENTS

2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH) Letter number 01-07.
3. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name
2. Grievant or Appellant's Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or appellant, if different

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

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

IV. MEDICAL NECESSITY CRITERIA

Contractor will provide both billable and non-billable services under this agreement. Clients receiving Medi-Cal billable services must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, the client must be referred to the appropriate level of service consistent with their behavioral health condition. Further, prolonged services provided to individuals determined to not meet medical necessity will be denied.

V. ASSESSMENT

EXHIBIT C
MEDI-CAL REQUIREMENTS

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

- A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
- B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
- C. Documentation describes client strengths in achieving Client Plan goals.
- D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
- E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
- G. A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
- I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- J. A relevant mental status examination is documented.
- K. A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
- L. Include the following:
 - 1. Functional impairments
 - 2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
 - 3. Mental status examination
 - 4. Signature of clinician (co-signature if not licensed)

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

VI. CLIENT PLANS

- A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
- B. Identify the proposed type(s) of intervention.
- C. Have a proposed duration of intervention(s).
- D. Are signed by:
 - 1. The person providing the service(s), or

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2. A person representing a team or program providing services, or
 3. A person representing the Contractor providing services.
 4. The client, except when client refuses or is unavailable.
- E. The Client Plan must be signed or co-signed by one of the following approved staff categories:
1. Licensed Physician
 2. Licensed/Waivered Psychologist
 3. Licensed/Waivered Clinical Social Worker
 4. Licensed/Waivered Marriage, Family and Child Counselor
 5. Registered Nurse
 6. Other staff approved by Director
- F. Individual or group providers are required to be licensed.
- G. In addition,
1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
 2. Client Plans are consistent with the diagnoses.
 3. The focus of intervention is consistent with the Client Plan goals.
 4. An individualized Client Plan is required for each client.
 5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
 6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
 7. The client will receive a copy of the plan upon request, which include the following:
 - a) Tentative discharge plan
 - b) Indication whether the client is a Long-Term client or not
 - c) Client's strengths
 - d) Client's significant support persons
 - e) Goals must be consistent with client's diagnosis and functional impairments
 8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

Frequency/Timeliness of Client Plan:

1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
3. Client Plans for consumers who receive only Medication Services are to be updated annually.
4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
6. End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by

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7/11/14 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

VII. PROGRESS NOTES

County requires a progress note section in the client record and that a client record contain the following information:

- A. Timely documentation of relevant aspects of client care.
- B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.
- D. All entries must include the date service(s) were provided.
- E. Documents referrals to community resources and other agencies, when appropriate.
- F. Documents for follow-up care or, as appropriate, a discharge summary.
- G. Documentation of progress towards Client Plan goals.
- H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

Frequency of Progress Notes:

- A. Every planned or scheduled service contact:
 - 1. Mental Health Services
 - 2. Collateral Services
 - 3. Medication Support Services
 - 4. Crisis Intervention
 - 5. Case Management/Brokerage
- B. Each shift:
 - 1. Crisis Residential
 - 2. Crisis Stabilization
- C. Daily and weekly summary:
 - 1. Day Treatment Intensive
- D. Weekly summary:
 - 1. Day Rehabilitation
 - 2. Adult Residential
- E. Other:
 - 1. For Psychiatric Health Facility notes are due each shift
 - 2. All entries to the beneficiary record shall be legible.
 - 3. All entries in the beneficiary record shall include:

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- a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

Timeliness of Progress Notes:

- A. Progress Notes shall be written or dictated within 72 hours of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.
- B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.
- C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

VIII. PROGRAM INTEGRITY

A. Compliance Program

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

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
5. Effective lines of communication between the CO and the organization's employees.
6. Enforcement of standards through well-publicized disciplinary guidelines.
7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

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B. Fraud Reporting Requirements

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

- a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
- b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
- c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
- d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: PLUMASQICONCERNS@PCBH.SERVICES Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

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

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

5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

C. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

D. Required Disclosures

1. As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and

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individual providers, information regarding:

- a. 5% or more ownership interest;
- b. persons convicted of crimes;
- c. business transactions

2. The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.

3. The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

EXHIBIT D– TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

B. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

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

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

D. All patient records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the patient's 28th birthday, if the patient was treated and discharged while they were a minor; or
5. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

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

F. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

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inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

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

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

IV. REPORTS

A. Contractor shall submit to County the following listed reports when request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

B. Practitioner Information Report:

NPI/License List

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Plumas County Behavioral Health. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

Practitioner ID Request Form

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

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

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Plumas County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to:

PLUMASQICONCERNS@PCBH.SERVICES

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C. Program Report:

Performance Outcome Measures (POM)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County.

Submit the Performance Outcome Measures electronically via email to PLUMASQICONCERNS@PCBH.SERVICES

D. Expenditure Reports

1. Contract Expenditures

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to cshannon@pcbh.services

E. Fiscal Year Annual Reports

1. Annual Training Report

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.

Due date: July 31, following the completion of a fiscal year

2. Aggregated Staff and Volunteer Ethnicity Survey

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report

Due date: November 30, following the completion of a fiscal year

3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)

Due date: July 31, following the completion of a fiscal year

4. Certified Mental Health Cost Report

Due date: October 31, following the completion of a fiscal year

5. Certified Audited Financial Reports

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent to:

Submit all annual reports electronically via email to:
cshnanon@pcbh.services

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The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Attn: Cost Report

V. AUDITS

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

Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

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

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

B. Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

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

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

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

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

VI. CULTURAL COMPETENCY

- A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
- B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.
- C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.
- D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.
- E. Contractor shall implement practices and protocols that are inclusive and responsive to

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the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

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

G. Language Access and Translation Requirements

1. “Threshold Language” pursuant to the Dymally-Alatorre Bilingual Services Act and “Prevalent Language” pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County’s Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor’s behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)

d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

i. The Contractor shall include taglines in the prevalent non- English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

ii. The Contractor shall include taglines in the prevalent non- English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor’s member/customer service unit. (42 CFR § 438.10(d)(3).)

iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code

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Regs., tit. 9, § 1810.410, subd. (e), para. (4).)

e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

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

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

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal

EXHIBIT D- TERMS AND CONDITIONS

Regulations Parts 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”).

B. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations.

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor’s original written notice.

XI. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations

EXHIBIT D- TERMS AND CONDITIONS

(CCR). Section 7285 et seq.).

XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS

- A.** Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- B.** Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.
- C.** Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.
- D.** No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XIV. CONFLICT OF INTEREST

- A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XVI. STATUS OF CONTRACTOR

- A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

Agreement Between County of Plumas and _____ FY _____

EXHIBIT D- TERMS AND CONDITIONS

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

EXHIBIT D- TERMS AND CONDITIONS

program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

EXHIBIT D- TERMS AND CONDITIONS

- e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.
 - 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XVIII. FALSE CLAIMS ACT

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

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

XIX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Restpadd Incorporated, Redding (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract.
3. Term. The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Restpadd Incorporated, Redding from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no

further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Tony Hobson, Ph.D., Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Mark Montgomery, PsyD
Executive Director
Restpadd Inc., Redding
2750 Eureka Way
Redding, CA 96001

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

By: _____
Name: Mark Montgomery, PsyD
Title: Executive Director
Date signed:

CONTRACTOR:

By: _____
Name: April Cordova
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Tony Hobson, Ph.D.,
Title: Plumas County Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

Name: Jeff Engel
Title: Chair, Board of Supervisors
Date signed:

ATTEST

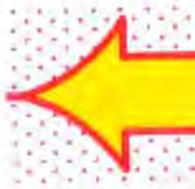
By: _____
Name: Heidi Putnam
Title: Clerk of the Board
Date signed:

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

6/10/2021



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 Restpadd Incorporated, Redding, referred to herein as Business Associate (“BA”), dated July 1, 2021.

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 HITECT 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)(ii)(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 it 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 CF.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)(ii)(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

Name: Tony Hobson, Ph.D., Director
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Mark Montgomery, PsyD.
Title: Executive Director
Address: 2750 Eureka Way
Redding, CA 96001
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

SERVICES TO BE PROVIDED

FEE FOR SERVICE ACCESS: CONTRACTOR will provide COUNTY access to bed space on a first come, first serve, "Fee for Service" basis. COUNTY agrees to pay the all-inclusive "fee for service" daily rate from the day of admission to the day of discharge, excluding the day of discharge.

CONTRACTOR shall provide acute psychiatric inpatient care to clients referred by COUNTY under the general direction of the medical director and clinical director.

COUNTY is eligible to receive Medi-Cal reimbursement from the State of California, Department of Mental Health for these bed days. COUNTY may place either male or female patients at CONTRACTOR's psychiatric health facilities (PHF).

The County Mental Health Managed Care Plan will determine the appropriateness of placement based on clinical medical necessity criteria. CONTRACTOR will make every reasonable effort to arrange its occupied bed days to permit COUNTY to place a patient at any time in accordance with agreed upon admission criteria.

PROGRAM

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital, 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis whose physical health needs can be met by an affiliated hospital or an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" adult patients who are referred from Plumas County Mental Health agency and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when:

- The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria
 - The patient no longer meets the criteria for an involuntary hold
 - The patient needs a higher level of medical or psychiatric care.
- It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR

Restpadd PHF has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

EXHIBIT B - FEE SCHEDULE

Fiscal year 2021/2022 Rates

Adults \$1010.00 per day

An additional Four Hundred Dollars (\$400.00) per client, per day will be charged to COUNTY for increased levels of observation (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

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 Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

EXHIBIT C
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

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

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential requirement of this Agreement. After the certification date, should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

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

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

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

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Plumas County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary’s status has changed since the last service. Additional services may be provided only with the Director’s written authorization based on individual case treatment/service needs.

III. PATIENT RIGHTS

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

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, “Beneficiary Problem Resolution Processes,” and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor’s beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor’s rendering of services pursuant to this Agreement may also be investigated by the County’s or Contractor’s Patients’ Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <https://www.plumascounty.us/DocumentCenter/View/18099/Guide-to-Medi-Cal-Mental-Health-Services?bidId=>

1. State DHCS Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.

EXHIBIT C
MEDI-CAL REQUIREMENTS

2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH) Letter number 01-07.
3. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name
2. Grievant or Appellant's Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem †
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or appellant, if different

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

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

IV. MEDICAL NECESSITY CRITERIA

Contractor will provide both billable and non-billable services under this agreement. Clients receiving Medi-Cal billable services must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, the client must be referred to the appropriate level of service consistent with their behavioral health condition. Further, prolonged services provided to individuals determined to not meet medical necessity will be denied.

V. ASSESSMENT

EXHIBIT C
MEDI-CAL REQUIREMENTS

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

- A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
- B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
- C. Documentation describes client strengths in achieving Client Plan goals.
- D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
- E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
- G. A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
- I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- J. A relevant mental status examination is documented.
- K. A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
- L. Include the following:
 - 1. Functional impairments
 - 2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
 - 3. Mental status examination
 - 4. Signature of clinician (co-signature if not licensed)

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

VI. CLIENT PLANS

- A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
- B. Identify the proposed type(s) of intervention.
- C. Have a proposed duration of intervention(s).
- D. Are signed by:
 - 1. The person providing the service(s), or

EXHIBIT C
MEDI-CAL REQUIREMENTS

2. A person representing a team or program providing services, or
 3. A person representing the Contractor providing services.
 4. The client, except when client refuses or is unavailable.
- E. The Client Plan must be signed or co-signed by one of the following approved staff categories:
1. Licensed Physician
 2. Licensed/Waivered Psychologist
 3. Licensed/Waivered Clinical Social Worker
 4. Licensed/Waivered Marriage, Family and Child Counselor
 5. Registered Nurse
 6. Other staff approved by Director
- F. Individual or group providers are required to be licensed.
- G. In addition,
1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
 2. Client Plans are consistent with the diagnoses.
 3. The focus of intervention is consistent with the Client Plan goals.
 4. An individualized Client Plan is required for each client.
 5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
 6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
 7. The client will receive a copy of the plan upon request, which include the following:
 - a) Tentative discharge plan
 - b) Indication whether the client is a Long-Term client or not
 - c) Client's strengths
 - d) Client's significant support persons
 - e) Goals must be consistent with client's diagnosis and functional impairments
 8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

Frequency/Timeliness of Client Plan:

1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
3. Client Plans for consumers who receive only Medication Services are to be updated annually.
4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
6. End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by

EXHIBIT C
MEDI-CAL REQUIREMENTS

7/11/14 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

VII. PROGRESS NOTES

County requires a progress note section in the client record and that a client record contain the following information:

- A. Timely documentation of relevant aspects of client care.
- B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.
- D. All entries must include the date service(s) were provided.
- E. Documents referrals to community resources and other agencies, when appropriate.
- F. Documents for follow-up care or, as appropriate, a discharge summary.
- G. Documentation of progress towards Client Plan goals.
- H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

Frequency of Progress Notes:

- A. Every planned or scheduled service contact:
 - 1. Mental Health Services
 - 2. Collateral Services
 - 3. Medication Support Services
 - 4. Crisis Intervention
 - 5. Case Management/Brokerage
- B. Each shift:
 - 1. Crisis Residential
 - 2. Crisis Stabilization
- C. Daily and weekly summary:
 - 1. Day Treatment Intensive
- D. Weekly summary:
 - 1. Day Rehabilitation
 - 2. Adult Residential
- E. Other:
 - 1. For Psychiatric Health Facility notes are due each shift
 - 2. All entries to the beneficiary record shall be legible.
 - 3. All entries in the beneficiary record shall include:

EXHIBIT C
MEDI-CAL REQUIREMENTS

- a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

Timeliness of Progress Notes:

- A. Progress Notes shall be written or dictated within 72 hours of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.
- B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.
- C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

VIII. PROGRAM INTEGRITY

A. Compliance Program

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

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
5. Effective lines of communication between the CO and the organization's employees.
6. Enforcement of standards through well-publicized disciplinary guidelines.
7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

EXHIBIT C
MEDI-CAL REQUIREMENTS

B. Fraud Reporting Requirements

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

- a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
- b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
- c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
- d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: PLUMASQICONCERNS@PCBH.SERVICES Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

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

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

5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

C. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

D. Required Disclosures

1. As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and

EXHIBIT C
MEDI-CAL REQUIREMENTS

individual providers, information regarding:

- a. 5% or more ownership interest;
- b. persons convicted of crimes;
- c. business transactions

2. The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.

3. The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

EXHIBIT D– TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

B. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

EXHIBIT D– TERMS AND CONDITIONS

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

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

D. All patient records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the patient's 28th birthday, if the patient was treated and discharged while they were a minor; or
5. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

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

F. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

EXHIBIT D- TERMS AND CONDITIONS

inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

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

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

IV. REPORTS

A. Contractor shall submit to County the following listed reports when request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

B. Practitioner Information Report:

NPI/License List

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Plumas County Behavioral Health. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

Practitioner ID Request Form

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

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

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Plumas County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to:
PLUMASQICONCERNS@PCBH.SERVICES

EXHIBIT D- TERMS AND CONDITIONS

C. Program Report:

Performance Outcome Measures (POM)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County.

Submit the Performance Outcome Measures electronically via email to PLUMASQICONCERNS@PCBH.SERVICES

D. Expenditure Reports

1. Contract Expenditures

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to cshannon@pcbh.services

E. Fiscal Year Annual Reports

1. Annual Training Report

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.

Due date: July 31, following the completion of a fiscal year

2. Aggregated Staff and Volunteer Ethnicity Survey

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report

Due date: November 30, following the completion of a fiscal year

3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)

Due date: July 31, following the completion of a fiscal year

4. Certified Mental Health Cost Report

Due date: October 31, following the completion of a fiscal year

5. Certified Audited Financial Reports

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent to:

Submit all annual reports electronically via email to:
cshannon@pcbh.services

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The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Attn: Cost Report

V. AUDITS

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

Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

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

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

B. Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

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

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

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

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

VI. CULTURAL COMPETENCY

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

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

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

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

E. Contractor shall implement practices and protocols that are inclusive and responsive to

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the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

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

G. Language Access and Translation Requirements

1. “Threshold Language” pursuant to the Dymally-Alatorre Bilingual Services Act and “Prevalent Language” pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County’s Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor’s behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)

d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

i. The Contractor shall include taglines in the prevalent non- English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

ii. The Contractor shall include taglines in the prevalent non- English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor’s member/customer service unit. (42 CFR § 438.10(d)(3).)

iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code

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Regs., tit. 9, § 1810.410, subd. (e), para. (4).)

- e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

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

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

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal

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Regulations Parts 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 ("Part 2 Regulations").

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

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

XI. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations

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(CCR). Section 7285 et seq.).

XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS

- A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.
- C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.
- D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XIV. CONFLICT OF INTEREST

- A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XVI. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

Agreement Between County of Plumas and _____ FY _____

EXHIBIT D- TERMS AND CONDITIONS

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

EXHIBIT D- TERMS AND CONDITIONS

program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

EXHIBIT D– TERMS AND CONDITIONS

- e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f) Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.
 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XVIII. FALSE CLAIMS ACT

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

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

XIX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the

EXHIBIT D– TERMS AND CONDITIONS

parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XX. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. COST SETTLEMENT

A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.

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

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

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

J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

2 D (5+6)

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Tony Hobson Ph.D., Director

DATE: July 6, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director 

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with North Valley Behavioral Health.
2. It is respectfully requested the Board of Supervisors approve and authorize \$350.00 no contract payment to Dr. Juden Valdez M.D. INC.

BACKGROUND AND DISCUSSION:

1. North Valley Behavioral Health is a locked psychiatric health facility for individuals with acute psychiatric conditions requiring rehabilitation services. This amendment has been approved to form by County Counsel.
2. This charge of \$350.00 is to Dr. Juden Valdez for mental health doctor fees for specialty services. This fiscal year Behavioral Health, with board approval, has made payments totaling \$1,580.00 exceeding the \$999.99 limit per vendor, working without a contract. Behavioral Health is respectfully requesting payment approval.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

 RECEIVED
JUN 18 2021

Auditor's / Risk

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and North Valley Behavioral Health, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. The term of this Agreement commences on July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by North Valley Behavioral Health, LLC for July 1, 2021 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

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JUN 18 2021

this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Tony Hobson, Ph.D., Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Arne Hyson, Chief Executive Officer
North Valley Behavioral Health
1535 Plumas Ct
Yuba City, CA 95991

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten

years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

By: _____
Name: Arne Hyson
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By: _____
Name: Melissa Lance
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Tony Hobson Ph.D.,
Title: Behavioral Health Director
Date signed:

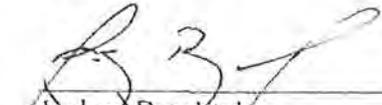
APPROVED AS TO CONTENT:

Name: Jeff Engel
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Heidi Putnam
Title: Chair, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

6/14/2021



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 North Valley Behavioral Health, LLC., referred to herein as Business Associate (“BA”), dated July 1, 2021.

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)(ii)(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 it 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)(ii)(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

Name: Tony Hobson, Ph.D.
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Arne Hyson
Title: Chief Executive Officer
Address: 1535 Plumas Court
Yuba City, CA 95991
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Plumas County will have admission access to both licensed Psychiatric Health Facilities (PHF's): North Valley Behavioral Health LLC located at 1535 Plumas Court, Yuba City, California and Stabler Lane Behavioral Health located at 1253 Stabler Lane, Yuba City, California.

North Valley Behavioral Health

Psychiatric Health Facility providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals to a post hospitalization living situation. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

North Valley Behavioral Health accepts "involuntary" and "voluntary" adult patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity. North Valley Behavioral Health does not accept walk-in patients.

Patients will be discharged or transferred from this facility when:

The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria.

The patient no longer meets criteria for an involuntary hold.

The patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc...) would be returned to the county of origin for placement or other disposition.

North Valley has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care and other referral needs.

The length of stay at the North Valley PHF is planned to meet the acute psychiatric needs

of the patients referred to the program. North Valley will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to the PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity. To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days or longer than five days will be dependent on the individual needs of the patient in accordance with any legal hold. In all cases, the individual care will be coordinated with the referring county mental health agency.

North Valley Behavioral Health's Goal: To provide quality and compassionate care inpatient psychiatric services to adults within the Northern California region.

Stabler Lane Behavioral Health

Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual's psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County's Mental Health Agency who meet the admission criteria established by the program. All care provided by the facility will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

Program Goals

It is the commitment of Stabler Lane Behavioral Health PHF to meet the following goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.
2. To encourage and facilitate involvement of patients and their appropriate support person(s) in treatment programs to promote self-care and improve a patient's ability to function on his or her own in order to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.
3. To provide effective multi-faceted continuity of care spanning the entire treatment from pre-admission to post-discharge.

Program Objectives

The specific objectives necessary to meet the above goals consist of the following:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.
2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.
3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.
4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.
5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

Admission Criteria and Process

In Sutter-Yuba County, as in many counties in California, a person presenting as a danger to self, danger to others, or is so impaired as to be unable to provide for their food, clothing and shelter by reason of what appears to be a mental disorder, is brought to the local emergency department (ED) by law enforcement, concerned family member, a licensed professional, or self presents for help. It is in this venue that the vast majority of 5150 psychiatric evaluations occur.

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for evaluation and treatment, such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose.

When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated

LMHP on duty meets with the patient face to face, prior to admitting a person on an involuntary commitment, by conducting a thorough mental status examination, obtaining the circumstances of admission and relevant historical data. Oftentimes, the LMHP obtains collateral from family members who may be present in the ED, or speaks with the law enforcement officer who brought the patient to the ED. There may be clinical data available to the LMHP if the patient is being seen by a county provider for mental health services. Once all relevant information is obtained and the face to face interview and assessment with the patient has been conducted, the LMHP determines if the patient meets the legal criteria to enforce the 5150 written by law enforcement. If the patient is assessed not to meet 5150 criteria, the LMHP makes appropriate referrals for aftercare, ensuring there is a plan for safety. The ED MD is advised by the LMHP of such psychiatric determination and, if the ED MD concurs, the patient is discharged from the ED. If the patient meets 5150 criteria, but came to the ED alone or with family, the LMHP is authorized (designated) to write the 5150 for the patient based on their face to face assessment in the ED and recommends admission to a psychiatric inpatient facility.

Once it is determined by the county's contracted and designated LMHP that inpatient psychiatric care is required for the patient, the LMHP contacts the PHF's Access Director, a licensed psychiatric technician, who contacts the on-call psychiatrist directly. (In many other counties, the LMHP may call various psychiatric facilities directly looking for a bed). After speaking with the referring LMHP, the Access Director conducts a nurse to nurse phone call regarding the patient, then contacts and provides the psychiatrist on-call with a copy of the referral packet for their review, including all relevant details of the patient's presenting problem and circumstances of admission to the ED, as well as historical patient data and any medical concerns that may be present. Results of ED tests, including labs, and other materials requested by the on-call psychiatrist are provided to the MD for evaluation, who, based on the overall presentation, agrees to admit (or not) the patient from the ED to the PHF for observation, evaluation and treatment. The on-call psychiatrist then provides standing and individualized admission orders to the Access Director for the forthcoming patient from the ED.

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient's waiting for placement, and are eager to go to bed. After a thorough admission process has occurred, the patient is assigned a room and seen for evaluation by the

psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

Average Length of Stay

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

Voluntary and involuntary patients will be accepted for treatment at the PHF who meet admission criteria for the program, which include (1) a primary diagnosis of a major mental illness, (2) the absence of a primary diagnosis, such as an eating disorder, chemical dependency, chemical intoxication, or chemical withdrawal, (3) the presence, if any, of a medical condition that may require interventions for which the PHF can appropriately provide, as would be on an out-patient basis. Once arriving at the facility, the nursing staff will conduct a nurse screening to make sure the patient's condition hasn't changed during transport and also to chart on the patient's physical presentation. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

Many of the referrals are admitted on an involuntary hold (WIC 5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility will be between 7 to 9 days. Stays of less than seven (7) or longer than nine (9) are dependent on assessment of the patient's needs. Occasionally, a patient under an LPS conservatorship may experience a longer length of stay while an appropriate placement is found. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party, if appropriate, and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.
2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.
3. Coordinated care and referrals to other services.

These program services will be offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, as well as individual and group therapy. These structured services will be offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning
6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu
10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

Discharge Criteria

The interdisciplinary team members will utilize the following discharge criteria:

1. The patient no longer meets medical or service necessity criteria and/or he or she has successfully completed his or her goals in the treatment plan.
2. The patient no longer meets criteria for an involuntary hold following continuous assessment.
3. The patient is determined to need a higher level of medical or psychiatric care. Conversely, the patient is expected to transition to a lower level of care (e.g., board and care, supervised living, etc.)

Stabler Lane Behavioral Health will establish relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

Organization Plan

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

A qualified Administrator will provide overall supervision of the staff and manage the operation of the PHF. Other administrative/support staff including medical record

professionals, clerical staff, housekeepers, food service personnel, maintenance/grounds staff, and transportation personnel will be either hired or contracted. The Administrator will be assisted by a Director of Patients Care Services to direct the nursing functions and supervise R.N.s, LPTs/LVNs, and Mental Health Workers providing coverage at the facility. The facility will be staffed with a patient ratio that, at minimum, will comply with the DHCS's PHF licensing regulations. Additional staff will be provided, as the acuity of the patients require.

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation(s) will be utilized, when necessary, to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff, including primary care and specialty physicians, dentist, podiatrists, and other mental health professionals.

The emphasis of the overall care that will be provided at SLBH will be focused on the health and safety of the patients we will be privileged to serve while maintaining our "Patients First" philosophical base guided by a multidisciplinary team providing individualized therapeutic, pharmacological, and rehabilitative interventions.

**EXHIBIT B – FEE SCHEDULE
FY 21/22 Daily Rates**

North Valley Behavioral Health Facility & Stabler Lane Behavioral Health

**\$920.00 Daily Rate
Effective January 2022 daily rate will increase to \$950.00**

Fee for service/Medi-Cal psychiatric inpatient facility COUNTY agrees to pay at the all-inclusive rate \$920.00 per day for indigent and Medi-Cal patients. Effective January 1, 2022 daily rate will increase to \$950.00

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 Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.

EXHIBIT C
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

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

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential requirement of this Agreement. After the certification date, should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

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

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

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

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Plumas County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary’s status has changed since the last service. Additional services may be provided only with the Director’s written authorization based on individual case treatment/service needs.

III. PATIENT RIGHTS

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

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, “ Beneficiary Problem Resolution Processes,” and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor’s beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor’s rendering of services pursuant to this Agreement may also be investigated by the County’s or Contractor’s Patients’ Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <https://www.plumascounty.us/DocumentCenter/View/18099/Guide-to-Medi-Cal-Mental-Health-Services?bidId=>

1. State DHCS Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.

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2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH) Letter number 01-07.
3. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name
2. Grievant or Appellant's Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or appellant, if different

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

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

IV. MEDICAL NECESSITY CRITERIA

Contractor will provide both billable and non-billable services under this agreement. Clients receiving Medi-Cal billable services must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, the client must be referred to the appropriate level of service consistent with their behavioral health condition. Further, prolonged services provided to individuals determined to not meet medical necessity will be denied.

V. ASSESSMENT

Agreement Between County of Plumas and _____, FY _____

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County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

- A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
- B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
- C. Documentation describes client strengths in achieving Client Plan goals.
- D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
- E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
- G. A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
- I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- J. A relevant mental status examination is documented.
- K. A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
- L. Include the following:
 - 1. Functional impairments
 - 2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
 - 3. Mental status examination
 - 4. Signature of clinician (co-signature if not licensed)

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

VI. CLIENT PLANS

- A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
- B. Identify the proposed type(s) of intervention.
- C. Have a proposed duration of intervention(s).
- D. Are signed by:
 - 1. The person providing the service(s), or

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2. A person representing a team or program providing services, or
 3. A person representing the Contractor providing services.
 4. The client, except when client refuses or is unavailable.
- E. The Client Plan must be signed or co-signed by one of the following approved staff categories:
1. Licensed Physician
 2. Licensed/Waivered Psychologist
 3. Licensed/Waivered Clinical Social Worker
 4. Licensed/Waivered Marriage, Family and Child Counselor
 5. Registered Nurse
 6. Other staff approved by Director
- F. Individual or group providers are required to be licensed.
- G. In addition,
1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
 2. Client Plans are consistent with the diagnoses.
 3. The focus of intervention is consistent with the Client Plan goals.
 4. An individualized Client Plan is required for each client.
 5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
 6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
 7. The client will receive a copy of the plan upon request, which include the following:
 - a) Tentative discharge plan
 - b) Indication whether the client is a Long-Term client or not
 - c) Client's strengths
 - d) Client's significant support persons
 - e) Goals must be consistent with client's diagnosis and functional impairments
 8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

Frequency/Timeliness of Client Plan:

1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
3. Client Plans for consumers who receive only Medication Services are to be updated annually.
4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
6. End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by

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7/11/14 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

VII. PROGRESS NOTES

County requires a progress note section in the client record and that a client record contain the following information:

- A. Timely documentation of relevant aspects of client care.
- B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.
- D. All entries must include the date service(s) were provided.
- E. Documents referrals to community resources and other agencies, when appropriate.
- F. Documents for follow-up care or, as appropriate, a discharge summary.
- G. Documentation of progress towards Client Plan goals.
- H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

Frequency of Progress Notes:

- A. Every planned or scheduled service contact:
 - 1. Mental Health Services
 - 2. Collateral Services
 - 3. Medication Support Services
 - 4. Crisis Intervention
 - 5. Case Management/Brokerage
- B. Each shift:
 - 1. Crisis Residential
 - 2. Crisis Stabilization
- C. Daily and weekly summary:
 - 1. Day Treatment Intensive
- D. Weekly summary:
 - 1. Day Rehabilitation
 - 2. Adult Residential
- E. Other:
 - 1. For Psychiatric Health Facility notes are due each shift
 - 2. All entries to the beneficiary record shall be legible.
 - 3. All entries in the beneficiary record shall include:

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- a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

Timeliness of Progress Notes:

- A. Progress Notes shall be written or dictated within 72 hours of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.
- B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.
- C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

VIII. PROGRAM INTEGRITY

A. Compliance Program

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

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
5. Effective lines of communication between the CO and the organization's employees.
6. Enforcement of standards through well-publicized disciplinary guidelines.
7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

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B. Fraud Reporting Requirements

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

- a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
- b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
- c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
- d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: PLUMASQICONCERNS@PCBH.SERVICES Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

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

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

5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

C. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

D. Required Disclosures

1. As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and

EXHIBIT C
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individual providers, information regarding:

- a. 5% or more ownership interest;
- b. persons convicted of crimes;
- c. business transactions

2. The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.

3. The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

EXHIBIT D- TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

B. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

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- B.** Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.
- C.** If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit C. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.
- D.** All patient records shall be kept for whichever time period listed below is longer:
- 1.** a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
 - 2.** in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
 - 3.** a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
 - 4.** until the patient's 28th birthday, if the patient was treated and discharged while they were a minor; or
 - 5.** if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.
- E.** In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.
- F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

EXHIBIT D- TERMS AND CONDITIONS

inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

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

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

IV. REPORTS

A. Contractor shall submit to County the following listed reports when request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

B. Practitioner Information Report:

NPI/License List

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Plumas County Behavioral Health. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

Practitioner ID Request Form

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

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

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Plumas County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to:

PLUMASQICONCERNS@PCBH.SERVICES

EXHIBIT D- TERMS AND CONDITIONS

C. Program Report:

Performance Outcome Measures (POM)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County.

Submit the Performance Outcome Measures electronically via email to PLUMASQICONCERNS@PCBH.SERVICES

D. Expenditure Reports

1. Contract Expenditures

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to cshannon@pcbh.services

E. Fiscal Year Annual Reports

1. Annual Training Report

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.

Due date: July 31, following the completion of a fiscal year

2. Aggregated Staff and Volunteer Ethnicity Survey

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report

Due date: November 30, following the completion of a fiscal year

3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)

Due date: July 31, following the completion of a fiscal year

4. Certified Mental Health Cost Report

Due date: October 31, following the completion of a fiscal year

5. Certified Audited Financial Reports

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent to:

Submit all annual reports electronically via email to:
cshnanon@pcbh.services

EXHIBIT D- TERMS AND CONDITIONS

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Attn: Cost Report

V. AUDITS

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

Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor’s or subcontractor’s performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

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

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

B. Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

VI. CULTURAL COMPETENCY

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

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

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

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

E. Contractor shall implement practices and protocols that are inclusive and responsive to

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the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

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

G. Language Access and Translation Requirements

1. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)

d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

i. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

ii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 CFR § 438.10(d)(3).)

iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code

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Regs., tit. 9, § 1810.410, subd. (e), para. (4).)

e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

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

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

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal

EXHIBIT D- TERMS AND CONDITIONS

Regulations Parts 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 ("Part 2 Regulations").

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

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

XI. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of

EXHIBIT D- TERMS AND CONDITIONS

Regulations (CCR). Section 7285 et seq.).

XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS

- A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.
- C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.
- D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XIV. CONFLICT OF INTEREST

- A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XVI. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

Agreement Between County of Plumas and _____ FY _____

EXHIBIT D- TERMS AND CONDITIONS

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

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program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

EXHIBIT D- TERMS AND CONDITIONS

- e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.
 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XVIII. FALSE CLAIMS ACT

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

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

XIX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the

EXHIBIT D- TERMS AND CONDITIONS

parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XX. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. COST SETTLEMENT

A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.

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PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Director Tony Hobson, Ph.D.

DATE: July 6, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director 

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign 5-year Real Property Lease Agreement with Environmental Alternatives.

Background and Discussion

1. The 5-year Real Property Lease Agreement with Environmental Alternatives is located at 455 Main Street Quincy. It is the intent of Plumas County Behavioral Health to establish a Wellness Center in Quincy at a location that is more accessible to community members.

This revised agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between ENVIRONMENTAL ALTERNATIVES, hereinafter referred to as “Lessor,” and the COUNTY OF PLUMAS, a political subdivision of the state of California, hereinafter referred to as “County” (collectively, the “Parties” and individually a “Party”).

Section 1. **PREMISES:**

Lessor hereby leases to County those premises located at 455 Main Street, Quincy, County of Plumas, State of California, consisting of approximately 1980 square feet of office space and common use of driveways, sidewalks and common use public parking spaces.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The premises are leased for an initial term commencing May 1, 2021, and ending April 30, 2026, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

2.2 **Options to Extend Term.** At the expiration of the initial term of this lease, if Lessee is not in default, Lessee shall have one options to extend this lease for additional one-year period on the same terms and conditions as the initial term. The exercise of any option shall be by written notice to Lessor 60 days prior to the end date of this lease or any option period.

2.3 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and Lessee’s tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

2.4 **Fiscal Termination.** Lessor acknowledges and agrees the obligation of County to pay rent under any lease is contingent upon the availability of County funds which are appropriated or allocated by County’s Board of Supervisors for the payment of rent. Should the funding for the intended use of the premises cease, be materially decreased, or otherwise not

available or not be appropriated or allocated by the Board of Supervisors during the term of this lease, County may terminate the lease by furnishing at least 30 days written notice of its intention to vacate to Lessor. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the term of this lease. The parties acknowledge and agree that the power to terminate described in this section is required by Article 16, section 18 of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this subsection.

2.5 **Termination Due to Contamination.** Notwithstanding any other provision of this lease, County shall have the right to terminate this lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. County shall have no liability for any repairs occasioned by asbestos, lead, mold fungus, or other contamination problems, and has the option to terminate this lease should County reasonably determine that any such problem exists.

Section 3. **RENT:**

3.1 **Rent.** The rent to be paid by County for the initial term and any extensions of this lease shall be a base amount of \$2,000.00 per month once the County has taken occupancy. The base rent will increase 2% per annum after the initial year. County also to pay construction costs in the amount of \$718.54 over the course of the initial term of this lease. Prior to occupancy, County agrees to pay \$1,000 per month. Rent shall be paid in advance on the first business day of each month of the term and any extensions of this lease. For purposes of this lease, rent shall be considered paid if: (1) deposited in the United States mail, postage prepaid, and addressed to the Lessor at the address specified for notices in this lease on the first business day of the month; or (2) executing a transfer of the rent via automated clearing house (“ACH”) on the first business day of the month in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County.

3.2 **Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

Section 4. **USE OF PREMISES:**

County shall use and occupy the premises for the purpose of conducting general business. The premises shall be used for no other purpose without the written consent of Lessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **County's Obligations.** County shall pay all charges for electricity, gas, telephone, sewer and water, garbage removal, and custodial services associated with the premises during the term of this lease and any extensions of the term.

5.2 **Lessor's Obligations.** Lessor shall pay all charges for common area utilities and all costs associated with taxes and insurance on the premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both Lessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Lessor unless such costs are directly related to the conduct of business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Lessor's Obligations.**

6.1.1 Lessor may, upon written authorization by County, enter and inspect the premises at reasonable times to render maintenance services or make any necessary repairs to the premises.

6.1.2 If Lessor, or its employees, contractors or others are at the premises on Lessor's behalf after County's regular business hours for any reason whatsoever, Lessor is responsible for securing the premises including, but not limited to, locking windows, locking doors, and alarming the security system.

6.2 **County's Obligations.**

6.2.1 County shall furnish at County's sole expense all electric light bulbs and/or tubes as required during the term of this lease and any extensions of the term pursuant to the terms of the sublease.

6.2.2 County shall, at County's own expense and at all times, maintain the interior of the premises in good and safe condition. Except as provided in section 6.1, County shall be responsible for repairs or maintenance to the premises which are caused by County, or its employees, contractors or others entering the premises on County's behalf.

6.2.3 County shall repair at its own expense any damage to the premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 County shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the premises, including notice of any water intrusion. If, after notice from County, Lessor does not commence making repairs within 48 hours, County may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 County shall be allowed to re-key all locks serving the premises at its sole cost and discretion. In the event of such re-keying, County shall provide Lessor a key within five working days. In the event County does not provide Lessor a key, County shall be responsible for any damage caused by entry during an emergency when such damage is caused by Lessor's lack of a key.

6.3 Compliance with Law.

6.3.1 Lessor and County shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessor unless such costs are directly related to the conduct of County's business within the premises.

6.3.2 Lessor represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to

indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Lessor represents that the premises have not undergone inspection by a Certified Access Specialist (CASp).

Section 7. **ALTERATIONS:**

7.1 Alterations by Lessor.

7.1.1 **Compliance with Law; Testing.** During the term of this lease and any options thereof, should Lessor make any modifications or alterations to the premises, modifications or alterations shall comply with the California Building Code, local building codes Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Lessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to County prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications or repair, the Lessor shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

7.1.2 **Prevailing Wages.** Lessor shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Lessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are

on file at Plumas County's Department of Public Works, located at 1834 E. Main Street, Quincy, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Lessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, Lessor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by Lessor arising in part or in whole from Lessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

7.1.3 Costs of Alterations to Premises. Lessor shall make alterations to the premises prior to occupancy by County. The costs of such alterations are anticipated to cost \$83,112. County agrees to pay an initial fifty percent (50%) of these construction costs to Lessor upon the signing of this Lease Agreement. The additional fifty percent (50%) of construction costs for alterations are included in Section 3.1 and will be paid over the term of the lease.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 Lessor's Consent Required. County shall not assign this lease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of County, or by operation of law or otherwise, shall, at the option of Lessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

8.2 Release of Lessee. In the event of an assignment of this lease, which is approved by Lessor, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessor by reason of any such claim, County, upon notice from Lessor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Lessor or its agents, contractors, or employees. Lessor shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Lessor's Indemnification.** Lessor shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessor, its agents, contractors, or employees. Lessor shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Lessor, upon notice from Lessee, shall defend the same at Lessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional

acts of County or its agents or employees. County shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Without limiting Lessor's duties of defense and indemnification, County shall also obtain, from an insurance carrier authorized to transact business in the State of California or through self-insurance, and maintain during the term of this lease and any extension of this lease, Commercial General Liability Insurance for the building and premises of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage.

10.2.2 County shall provide Lessor an endorsement or amendment to County's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Lessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Lessor within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, County shall also provide Lessor a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this lease shall be in effect at all times during the term of this lease. In the event any insurance coverage expires at any time during the term of this lease, County shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this lease or for a period of not less than one year. In the event County fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this lease, Lessor may, in addition to any other remedies it may have, terminate this lease upon 30 days' notice.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, Lessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. Lessor or County

may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

Section 13. **DEFAULT:**

If either the Lessor or County fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United

States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of Lessee as provided for in this lease may be executed and/or exercised by the Lessee Executive Officer.

If to Lessor: Jerome Dorris, CFO
Environmental Alternatives
455 W. Main Street,
Quincy, CA 95971
Phone: 530-281-6666
Fax: 530-229-8238

If to County: Tony Hobson, Ph.D.
Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Phone: 530-283-6307
Fax: 530-283-6045

Section 15. **GOVERNING LAW:**

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Plumas.

Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

Section 17. **ENTIRE AGREEMENT:**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between Lessor and County relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and County. Lessor and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees, costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation" requires Lessor to provide to County, quarterly HVAC maintenance and annual HVAC inspection records. Lessor's HVAC maintenance and inspection records must be maintained by Lessor for five years after the termination of this lease, and shall be made available to the County and/or to CalOSHA inspectors by Lessor upon request within 48 hours of written or verbal notification from the Lessee.

19.2 **General Records Retention.** County, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this lease for the purpose of auditing or examining the activities of Lessor or County. Except where longer retention is required by federal or state law, Lessor shall maintain all records for five years after County makes the final lease payment thereunder.

Section 20. **PROPERTY TAXES.**

Lessor represents and warrants that to Lessor knowledge, on the date of execution of this lease, all property taxes for which the premises have been paid, or payments are current under any approved property tax payment arrangement.

Section 21. **HIPAA CONSIDERATION.**

Lessor acknowledges that County's patient files are confidential to its patients, as provided under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Notwithstanding any default by County, the exercise of any right of entry by Lessor, or lien rights of the Lessor, Lessor hereby covenants and agrees to (a) not access patient files; (b) use all reasonable precautions to assure that no employee, agent, contractor, or others at the premises on Lessor's behalf access such files; (c) provide County with access to its patient files at all times; and (d) otherwise comply with each and every provision of all applicable laws and regulations including, but not limited to, HIPAA.

Section 22. **CONFIDENTIALITY.**

This lease is for Lessor to provide the premises to County in consideration of County providing a community wellness center at the Premises. However, should information regarding County's clients become known to Lessor, the following confidentiality rules shall apply:

(a) Lessor shall comply with, and require all of Lessor's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions of sections 827, 5328 and 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures.

(b) Lessor shall ensure all of Lessor's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Lessor's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

(c) Lessor shall preserve the confidentiality of and not disclose any confidential

or proprietary information to any third party without the express written consent of County or as required by law. This provision shall survive the termination, expiration, or cancellation of this lease.

Section 23. **VIOLATION OF CONFIDENTIALITY.**

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, fines, penalties, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA, by Lessor or by any of Lessor's subcontractors, any person employed under Lessor, or under any subcontractor, or in any capacity, except when the violation, injury or loss is caused by the sole negligence or intentional wrongdoing of County. Lessor shall also, at Lessor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA by Lessor, or any of Lessor's subcontractors, any person employed under Lessor, or under any Subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this lease.

Section 24. **LEASE EXECUTION.**

This lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this lease, and to bind the party on whose behalf his/her execution is made.

LESSOR

Date

Jerome Dorris, CFO
Environmental Alternative, Inc.

Date

Melody King, CEO
Environmental Alternative, Inc.

COUNTY

Date

Jeff Engel, Chair
Board of Supervisors

ATTEST

Date

Heidi Putnam, Clerk
Board of Supervisors

Approved as to form:

6/24/2021



Date

Gretchen Stuhr
Plumas County Counsel



2E



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR
COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

June 29, 2021

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approval of Public Defender Contracts

Summary:

The County Counsel's Office has been given the task of renewing the three-year contracts for public defender services with attorneys Bill Abramson, Craig Osborne and Jacob Zamora.

At this time, the three attorneys are requesting an increase of approximately 5%, with an ongoing yearly increase of 1.5%.

Background:

In May 2009, Plumas County entered into individual three-year contracts with four attorneys to provide public defender services. Each attorney was responsible for approximately one-quarter of the case load, for a monthly payment of \$6,556.14. Prior to the end of the contract, one of the attorneys passed away, and the contract was amended in late 2011 or early 2012 into a three-attorney panel, with each attorney covering approximately one third of the case load. The compensation for the fourth attorney was split between the three attorneys and Plumas County, with each attorney receiving an additional \$1,700 per month, for a total to each attorney of \$8,256.14 per month, and the County retaining \$1,456.14 per month to cover conflict of interest expenses.

Under the contracts for public defender services, the attorneys are responsible for all of their own overhead expenses and arranging coverage for unavailability. The County pays for investigators, expert witnesses, laboratory services and Court reporters.

On May 17, 2012, the Board approved extensions of the contracts to May 31, 2015, with no change in compensation. In 2015, the Board approved extensions of the contracts to May 31, 2018, with no change in compensation.

In May 2018, the Board approved an increase equal to the county's monthly share from the 2011/2012 amendment, or \$1,456.14, split evenly between the three attorneys (approximately \$485.38 per attorney per month). This equaled an increase of approximately 5.9%, and returned the cost of the contracts to the 2009 level. This contract expired on May 31, 2021.

Proposal:

The compensation for each of the three public defenders be increased from \$8,741.53 per month to \$9,178.61 per month, an increase of approximately 5%, with an annual increase of 1.5% each year thereafter. For fiscal year 2022/2023 the monthly compensation will be approximately \$9,316.29, and for fiscal year 2023-2024 the monthly compensation will be approximately \$9,456.03.

Financial Impact:

The total increase to the Public Defender Budget will be approximately \$62,148,24 over the course of three years.

1. For Fiscal Year 2021/2022 – this contract will increase the cost to the Public Defender Budget by approximately \$15,734.88.
2. For Fiscal Year 2022/2023 – this contract will increase the cost to the Public Defender by approximately \$20,691.36
3. For Fiscal Year 2023/2024 – this contract will increase the cost to the Public Defender Budget by approximately \$25,722

Action:

1. That the Board of Supervisors retroactively approve the proposed Plumas County Public Defender Contracts for a period of three (3) years (June 1, 2021, through May 31, 2024), for attorney services rendered under court appointment for each of the three contract public defender attorneys: William Abramson, Craig Osborne and Jacob Zamora; or
2. Give other direction to staff.

END OF MEMORANDUM

**PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT**
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, Craig Osborne (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on June ____, 2021, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of June 1, 2021 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from June 1, 2021 to date of approval of this contract by the Board of Supervisors.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements

when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: The County shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors

such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. **Cases Pending on Commencement of Contract**: Public defender cases to which the Attorney was appointed by County's courts prior to June 1, 2018, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract.

6. **Compensation**: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. **Expenses of County**: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization that the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

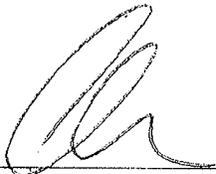
11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase

substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases.

12. **Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services In that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY



Craig Osborne, Esq.

Dated: 5/20/21

COUNTY OF PLUMAS

Jeff Engel, Chair
Board of Supervisors

Dated: _____

ATTEST:

Heidi Putnam, Clerk of the Board

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

PLUMAS COUNTY SUPERIOR COURT
By Hon. Janet Hilde, Presiding Judge

Dated: _____

PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, Bill Abramson (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on June ____, 2021, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

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(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: The County shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors

such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. Cases Pending on Commencement of Contract: Public defender cases to which the Attorney was appointed by County's courts prior to June 1, 2018, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract.

6. Compensation: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. Expenses of County: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization that the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase

substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases.

12. **Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services In that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY

COUNTY OF PLUMAS



Bill Abramson, Esq.

Jeff Engel, Chair
Board of Supervisors

Dated: 6-2-21

Dated: _____

ATTEST:

Heidi Putnam, Clerk of the Board

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

PLUMAS COUNTY SUPERIOR COURT
By Hon. Janet Hilde, Presiding Judge

Dated: _____

PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, Sierra Law Center, a California Corporation (hereafter "Attorney") and Plumas County (hereafter "County") seek to enter this contract; and,

WHEREAS, on June ____, 2021, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of June 1, 2021 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from June 1, 2021 to date of approval of this contract by the Board of Supervisors.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements

when the Attorney is unavailable, the following process shall be used:

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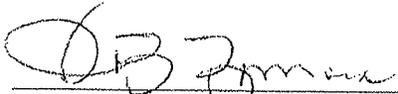
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ATTORNEY



Jacob Zamora, Esq.

COUNTY OF PLUMAS

Jeff Engel, Chair
Board of Supervisors

Dated: 6-7-21

Dated: _____

ATTEST:

Heidi Putnam, Clerk of the Board

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

PLUMAS COUNTY SUPERIOR COURT
By Hon. Janet Hilde, Presiding Judge

Dated: _____



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Rob Robinette, Interim Director 

SUBJECT: Authorize Environmental Health Field Staff to Work a 4-10 Work Schedule.

Summary of Requested Action:

Environmental Health requests authorization to allow Environmental Health Specialists, and/or Hazardous Materials Specialists, and/or Technicians to work four 10-hour days at the discretion of the Director of Environmental Health, within the requirements set by the Memorandum of Understanding for General Unit employees.

Allowing a compressed work schedule is not anticipated to reduce Environmental Health's ability to respond to customer contacts at the front counter or phone requests, or contractor field-work requests, during the standard 8 am to 5 pm, Monday through Friday work week.

Background:

The Environmental Health Specialists, Hazardous Materials Specialists, and Technicians provide field inspection and reporting support for the Environmental Health Department. As staff retention has proven difficult, providing field staff with the opportunity to elect working a compressed work schedule is a no-cost way possibly limit staff loss. The added time either at the beginning or at the end of the shift will allow staff with time that has limited interruptions to concentrate on report writing and research.

The Memorandum of Understanding with the General Unit provides:

3.09 FOUR-DAY WORKWEEK

Upon Board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four ten-hour days. The department shall provide ten (10) days notice before beginning a "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten (10) hours instead of eight (8) hours; merit advancement shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four-ten" work week shall be terminated with no less than ten (10) working days notice.

Proposed Action:

It is respectfully recommended that the Board authorize Environmental Health to allow Environmental Health Specialists, Hazardous Materials Specialists, and Technicians the opportunity to work four 10-hour days per week at the discretion of the Environmental Health Director, and that the Environmental Health has the authority to return to a standard work-week schedule as provided by the MOU.

If you have any questions, please do not hesitate to contact me.



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *T.F.*

MEETING DATE: July 6, 2021

SUBJECT: **CONSENT ITEM:** Refund a portion of fee for a Permit to Mine/Reclamation Plan and Amendment of Special Use Permit due to Withdrawal of Application (MR 11-20/21-01)

APPLICANT: Perry Thompson, President
Hat Creek Construction & Materials, Inc.

BACKGROUND: The total application fee collected for the Permit to Mine/Reclamation Plan was \$9,251.00, which includes fees collected for Planning (base fee of \$2,396.00 plus a per acreage fee of \$6,262.00 based on the acreage of the first phase of production), Environmental Health (\$113.00), Public Works (\$405.00), and Engineering (\$75.00) costs for processing the application. Public Works, Engineering, and Environmental Health fees are for reviewing the application and providing comment. Public Works and Environmental Health staff provided review and comment, Engineering did not. Planning staff spent a considerable amount of time on the initial Permit to Mine/Reclamation Plan application and fielding agency comments. The base fee equals the approximate time spent at no less than 23 hours by Planning staff (at rate of \$101.00/hour) or a total of \$2,396.00. In addition, Planning staff fielding and responding to public comments via email and phone calls included 10 hours (at rate of \$101.00/hour) or a total of \$1,010.00.

The total application fee collected for the amendment to the existing Special Use Permit was \$688.00, including fees for Planning (\$507.50), Environmental Health (\$95.00), Public Works (\$67.00), and Engineering (\$18.50). No time was spent by Public Works, Engineering, or Environmental Health. Planning staff spent minimal time processing the initial amendment of the Special Use Permit application, totaling 2 hours (at rate of \$101.00/hour) or a total of \$202.00.

FEES ANALYSIS: Engineering's \$75.00 in Permit to Mine/Reclamation Plan application fees and \$18.50 in Special Use Permit application fees should be refunded to Applicant.

Environmental Health's \$95.00 in Special Use Permit application fees should be refunded to Applicant.

Public Works' \$67.00 in Special Use Permit application fees should be refunded to Applicant.

Planning's \$5,252.00 of the per acreage fee collected for the Permit to Mine/Reclamation Plan should be refunded to Applicant.

Planning's \$305.50 of the application fee collected for the amendment to the existing Special Use Permit should be refunded to Applicant.

RECOMMENDED ACTION: Staff recommends approval of a partial refund in the amount of \$5,813.00 to Hat Creek Construction & Materials, Inc. (Applicant)

Ferguson, Tracey

From: Herrin, Becky
Sent: Thursday, May 27, 2021 9:04 AM
To: Ferguson, Tracey
Subject: FW: Portola Aggregates

Importance: High

From: Perry Thompson <perry@hatcreekconstruction.com>
Sent: Wednesday, May 26, 2021 4:57 PM
To: Herrin, Becky <BeckyHerrin@countyofplumas.com>
Cc: Ron Criss <ron@hatcreekconstruction.com>
Subject: Portola Aggregates
Importance: High

Hi Becky,

Thank you for your time on the phone on Tuesday.

As discussed we have sold our property near Portola and are formally requesting to withdraw our application and requesting a refund.

I sincerely appreciate your professionalism and help throughout this entire process.

Respectfully,

Perry Thompson

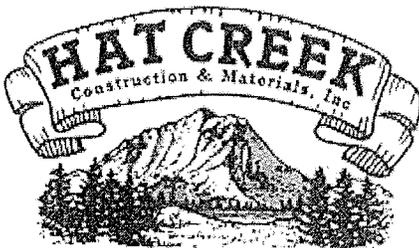
President

Hat Creek Construction & Materials, Inc.

Burney (530) 335-5501

Susanville (530) 257-4207

CONSTRUCTION ASPHALT CONCRETE AGGREGATES



Teamwork Respect Pride Reputation Community

Permit: 20-00047 P Received: 11/18/2020 Stat: P File #: MR 11-20/21-0

Owner: HAT CREEK CONSTRUCTION, INC. Phone: 530-335-5501
24339 HIGHWAY 89 Phone:
BURNEY, CA 96013

Email:

Agent: VESTRA RESOURCES Phone: 530-223-2585
5300 AVIATION DRIVE Phone:
REDDING, CA 96002

Email:

Site: Parcel: 025-050-055/ 025-100-036/
/ /

Type of Work: PERMIT TO MINE / RECLAMATION PLAN

Control Dates:

Next 30 days: 12/18/2020 In-comp Rcvd:
180 days: New Info due:
365 days: Withdraw date:

-----New Permit Fees-----

Fee Code	Fee Description	Amount	EnvFee	Qty	Total
150	PERMIT TO MINE & RECLAMATION PLN	2,396.00	113.00	1	2,509.00
150.1	PERMIT TO MINE/REC-PUBLIC WORKS	405.00	.00	1	405.00
150.2	PERMIT TO MINE/REC (ENGINEERING)	75.00	.00	1	75.00
151	PERMIT TO MINE & REC. / ACRE	202.00	.00	31	6,262.00
Total:					9,251.00

-----Receipt-Status-----

Rcpts: Off	Rcpt#	Date	Amount	Check	Paid-By
Q	66854	11/18/2020	\$ 9,251.00	59128	HAT CREEK CONSTRUCTION
Total Payment:			\$ 9,251.00	Balance Due: \$0.00	

County of Plumas - Building/Planning Department
 Planning Application/Code Violation - Fees Calculation Work Sheet

Application/Case#: 20-00046 P

Date Printed: 06/28/2021

Type of Work: AMENDMENT OF SPECIAL USE PERMIT

Owner's Name: HAT CREEK CONSTRUCTION, INC.
 Address: 24339 HIGHWAY 89
 BURNEY, CA 96013
 Phone#: 530-335-5501

Fee	Description	Amount	Env.Fee	Quantity	Total
140.0	SPECIAL USE PERMIT	\$482.50	\$95.00	1.00	\$577.50
140.2	SPECIAL USE PERMIT- PUBLIC WORKS	\$134.00	\$0.00	.50	\$67.00
140.3	SPECIAL USE PERMIT (ENG)	\$37.00	\$0.00	.50	\$18.50
195.0	AMEND. (RECON. OF APPROVED APP)	\$25.00	\$0.00	1.00	\$25.00

Total Fee: \$688.00



Erin Metcalf
Chief Probation Officer

County of Plumas
Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



Phone: (530)283-6200
FAX: (530)283-6165

DATE: June 10, 2021

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

SUBJECT: Approval of the contract between Plumas County Probation Department and BI Correctional Services Incorporated.

Recommendation

Approve and authorize the Chair to sign the contract with BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders.

Background and Discussion

The Plumas County Probation Department has contracted with BI Correctional Services Incorporated for monitoring products since 2015. Due to County policy and changing technology, the Plumas County Probation Department issued an Request for Proposals (RFP) on May 18, 2020. BI Correctional Services Incorporated has accepted Plumas County's Probation RFP award and will extend support, resources, collaborative relationships, monitoring products, including GPS and alcohol monitoring systems, Smartlink and a Total Access software platform. Contracted amount for FY21-22 shall not exceed \$35,000 during the term of July 1, 2021 to June 30, 2022.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and BI Incorporated, a Colorado Subsidiary of The GEO Group, Inc. (GEO), which will do business in California as **BI Correctional Services Incorporated**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty Five Thousand Dollars (\$35,000).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022 unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Probation
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Chief Probation Officer Erin Metcalf
Telephone: (530) 283-6200

Contractor:

BI Incorporated
Attn: Jock Waldo
6265 Gunbarrel Avenue
Suite B
Boulder, CO 80301
Telephone: (303) 218-1000

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$35,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

____ COUNTY INITIALS

CONTRACTOR INITIALS 

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: [Signature]
Name: Jock Waldo
Title: Executive Vice President
Date signed: 05/26/2021

By: _____
Name: Acting Chief Keevin Allred
Title: Acting Chief Probation Officer
Date signed:

By: [Signature]
Name: Danna Coapland
Title: Vice President, Finance
Date signed: 05/26/2021

Approved as to form:

[Signature] 5/14/2021
Joshua Brechtel
Deputy County Counsel I

By: _____
Name: Jeff Engel
Title: Board of Supervisors – Chair
Date signed:

ATTEST:

By: _____
Title: Clerk of the Board of Supervisors
Date signed:

EXHIBIT A

Scope of Work

Bi Incorporated can provide a full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders. For the Plumas County Probation Department, BI Incorporated will extend support, resources, and collaborative relationships with other nearby counties by providing monitoring products, including GPS and alcohol monitoring systems, customer support, TotalAccess software platform and Smartlink application.

EXHIBIT B

Fee Schedule

See attached.

____ COUNTY INITIALS

CONTRACTOR INITIALS



EXHIBIT B

MONITORING SERVICES / FEE SCHEDULE

- I. **Spares Billing Deferment** - N/A.
- II. **Lost & Damaged Equipment Billing** - N/A.
- III. **Equipment; Services and Fees** - The cost to Agency for the services rendered by BI is as follows:

Service – Standard

A. HOMEGUARD 200 UNIT

HomeGuard 200 Unit Rental Charge:	\$1.35	per day per Unit from BI inventory.
HomeGuard 200 Monitoring Service Charge:	\$0.90	per Unit per Active Day.
Total HomeGuard 200 Unit Charge:	\$2.25	per Unit per day.

ADDITIONAL SERVICES:

- 1. **HomeGuard 200 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 30% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 30% spares allowance, Agency will incur a \$1.35 charge per unit per day.
- 2. **Unlimited HomeGuard 200 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units.

B. HOMEGUARD 206 UNIT

HG206 HomeGuard Digital Cell Unit Rental Charge:	\$2.45	per day per Unit from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	\$0.90	per Unit per Active Day.
Total HG206 HomeGuard Digital Cell Unit Charge:	\$3.35	per Unit per day.

ADDITIONAL SERVICES:

- 1. **HG206 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG206 HomeGuard Digital Cell Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 30% spares allowance, Agency will incur a \$2.45 charge per unit per day.
- 2. **Unlimited HomeGuard 206 Digital Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 206 Units.

C. HOMEGUARD 20|20 CELL UNIT

HG20 20 HomeGuard Digital Cell Unit Rental Charge:	\$2.45	per day per Unit from BI inventory.
HG20 20 HomeGuard Digital Cell Monitoring Service Charge:	\$0.90	per Unit per Active Day.

Total 20|20 HomeGuard Digital Cell Unit Charge: \$3.35 per Unit per day.

ADDITIONAL SERVICES:

- HG20|20 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG20|20 HomeGuard Digital Cell Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG20|20 HomeGuard Digital Cell Units in excess of the 30% spares allowance, Agency will incur a \$2.45 charge per unit per day.
- Unlimited HomeGuard 20|20 Digital Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG20|20 HomeGuard Digital Cell Units.

D. SL2 UNIT

SL2 Unit Rental Charge: \$3.90 per day per Unit from BI inventory.

SL2 Unit Monitoring Service Charge: \$2.60 per Unit per Active Day.

Total SL2 Unit Charge: \$6.50 per Unit per day.

ADDITIONAL SERVICES:

- SL2 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL2 Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 30% spares allowance, Agency will incur a \$3.90 charge per unit per day.
- Unlimited SL2 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL2 Units.
- SL2 Telco Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

E. SL3 UNIT

SL3 Unit Rental Charge: \$3.90 per day per Unit from BI inventory.

SL3 Unit Monitoring Service Charge: \$2.60 per Unit per Active Day.

Total SL3 Unit Charge: \$6.50 per Unit per day.

ADDITIONAL SERVICES:

- SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL3 Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the 30% spares allowance, Agency will incur a \$3.90 charge per unit per day.
- Unlimited SL3 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL3 Units.
- SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.

F. LOC8 / LOC8 XT UNIT

OPTION A: LOC8 / LOC8 XT WITH 1.30.W5.C30.ZX SERVICE:

LOC8 / LOC8 XT - GPS Collection Rate once 1 per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 / LOC8 XT Component Rental:	\$2.90	per day per Unit provided from BI inventory.
LOC8 / LOC8 XT 1.30.W5.C30.ZX Service:	\$1.35	per day per Unit provided from BI inventory.
LOC8 / LOC8 XT 1.30.W5.C30.ZX Total:	\$4.25	total of LOC8 / LOC8 XT Components and LOC8 / LOC8 XT 1.30.W5.C30.ZX Service charges

OPTION B: LOC8 / LOC8 XT WITH 1.240.W5.C0.ZX SERVICE:

LOC8 / LOC8 XT - GPS Collection Rate once 1 per minute, Data Transmission every 240 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 / LOC8 XT Component Rental:	\$2.90	per day per Unit provided from BI inventory.
LOC8 / LOC8 XT 1.240.W5.C0.ZX Service:	\$1.35	per day per Unit provided from BI inventory.
LOC8 / LOC8 XT 1.240.W5.C0.ZX Total:	\$4.25	total of LOC8 / LOC8 XT Components and LOC8 / LOC8 XT 1.240.W5.C0.ZX Service charges

ADDITIONAL SERVICES:

- LOC8 / LOC8 XT Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 / LOC8 XT units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 / LOC8 XT Units in excess of the 30% allowance, Agency will incur a \$2.90 charge per unit per day.
- Unlimited LOC8 / LOC8 XT Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 / LOC8 XT Units.

G. BI SMARTLINK™

BI SmartLINK™ is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self report module allows clients to periodically report their status. The application's modular design allows officers to control what functionality and information is delivered to the Client's mobile device from within BI TotalAccess®.

Requirements: Apple iOS or Android (Operating System powered) smartphone.

Number of Clients	BI SmartLINK™ with an EM Device	BI SmartLINK™ without an EM device		
	Unlimited	1 - 1,000	1,001 - 9,999	10,000 +
BI SmartLINK™ Option A	Free	\$0.25	\$0.15	\$0.10
BI SmartLINK™ Option B	\$0.25	\$0.50	\$0.40	\$0.35
BI SmartLINK™ Option C	\$0.50	\$0.75	\$0.65	\$0.60
Video Conference (streamed) per event	\$0.35	\$0.35	\$0.35	\$0.35

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PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Date: June 28, 2021
To: Honorable Board of Supervisors
From: Dana Loomis
Agenda: Item for July 6, 2021

Recommendation: Approve and direct the Chair to sign agreement #SNAP2122PCOE with Plumas County office of Education in the amount of \$10,000.00 for activities related to the SNAP-Ed Program for Fiscal Year 2021-2022.

Background Information: The goal of the SNAP-Ed Program is to provide Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed). Participants, those eligible up to 185 percent Federal Poverty Level (FPL), are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

Fiscal Impact: This agreement is fully funded through the SNAP Education Grant so there is no financial impact on the County General Fund. The funding is included in the 2021-2022 County Budget as follows: Budget Unit 70560 (Public Health) Line Item 521900 (Professional Services).

The agreement has been reviewed and approved by the Office of the County Counsel.

Please contact me should you have any questions, or need additional information. Thank you.



MEMORANDUM OF UNDERSTANDING
 BETWEEN PLUMAS COUNTY OFFICE OF EDUCATION (PCOE)
 AND PLUMAS COUNTY PUBLIC HEALTH AGENCY (PCPHA)
 TO PROVIDE SCHOOL BASED HEALTH EDUCATION AND PREVENTION SERVICES

This Memorandum of Understanding (MOU) between Plumas County Office of Education (PCOE) and Plumas County Public Health Agency (PCPHA) is for the purpose of implementing SNAP-ED approved curriculum as described below;

1. Term of Agreement: The term of this MOU commences October 1, 2021 and shall remain in effect through September 30, 2022, unless terminated earlier by either party by giving a 30 day written notice to the other party. .

2. PCOE agrees to have a garden educator at each elementary school site who will:
 - a. PCOE will provide thirty minute nutrition/garden sessions to a **minimum of 350 unduplicated youth** at Indian Valley Elementary, Quincy Elementary, C Roy Carmichael and Chester Elementary school sites as follows:
 - Weekly sessions to Kindergarten and First grade students.
 - Monthly sessions to second through sixth graders.
 Curriculum will be SNAP-Ed approved (such as Grow It, Try It, Like It or Growing Healthy Habits, Learn, Grow, Eat and Go) and will be taught with fidelity.
 - b. PCOE will implement post-tests at the end of the year based on the approved SNAP-ED approved curriculum.
 - c. Bi-Annually PCOE will provide PCPHA with documentation of each nutrition/garden education session provided, including dates & times lessons/curriculum taught, teachers and classroom numbers.

3. Invoicing and Payment:
 - a. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate PCOE in the amount Not to Exceed Ten Thousand Dollars (\$10,000.00).

 - b. Invoice(s) Shall:
 - 1) Bear PCOE’s name, exactly as shown on the Agreement.
 - 2) Bear PCOE’s Agreement Number.
 - 3) Identify the expense, billing and/or performance period covered on invoice

Invoice	Description	Invoice Due
#1	October 1 st - December 31 st	January 15 th
#2	January 1 st – March 31 st	April 15 th
#3	April 1 st – June 30 th	July 15 th
#4	July 1 st – September 30 th	October 15 th

- 4. Reporting and Performance Requirements: PCOE shall submit to PCPHA the following reports and other performance requirements in a form and manner specified in accordance with the following schedule;
 - a. Monthly Session Logs provided to PCPHA no later than December 31, 2021 and June 30, 2022.
 - b. Post-tests taken by the students by June 5, 2022 and provided to PCPHA no later than June 30, 2022.
 - c. Qualitative written report by the garden educator provided to PCPHA no later than June 30, 2022
 - d. Pre/Post-tests provided by PCP

- 5. Confidentiality of Records: PCOE and PCPHA recognize that records relative to students, maintained by them respectively, are confidential pursuant to related provisions of federal and state law.

In witness hereof, the parties hereto have caused this MOU to be duly executed.

PLUMAS COUNTY OFFICE OF EDUCATION

Terry Oestreich, Superintendent

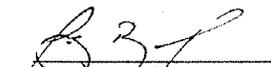
Date

COUNTY OF PLUMAS

Dana Loomis, Director
Plumas County Public Health Agency

Date

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

Date 6/16/2021

Chair, Board of Supervisors

Date

Attest:

Clerk of the Board

Date



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Date: June 28, 2021

To: Honorable Board of Supervisors

From: Dana Loomis

Agenda: Item for July 6, 2021

Recommendation: Approve Cooperative Agreement Number FRC2122PCPHA in the amount of \$15,000.00 with Feather River College for Public Health to provide various health care services to students attending Feather River College, and direct the Chair to sign.

Background Information: As the Board is aware Plumas County Public Health Agency has provided health services to students at Feather River College for many years. These services include; counseling and health education, assessment and/or referral.

Through this Cooperative Agreement Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The Cooperative Agreement is effective August 1, 2021 through June 30, 2022 and is in the amount of \$15,000.00.

A copy of the Agreement was approved by County Counsel a copy of which is on file with the Clerk of the Board for your review.

Please contact me should you have any questions or need additional information.

Thank you.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\FRC Agreement 2020-2021.doc

Cooperative Agreement to Provide Health Care Services to Feather River Community College District For the 2021-2022 Academic Year

GOAL: The goal of this agreement is to provide preventative health care and health education services to students at Feather River Community College District through a cooperative agreement between the **COUNTY OF PLUMAS**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and **FEATHER RIVER COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**FRCCD**". COUNTY is not a full scope medical clinic. Its services to the community include family planning, physical assessment, referral, counseling, and health education.

COUNTY OF PLUMAS SERVICES:

1. **Counseling and Health Education:** Various health related issues which will include, but are not limited, to the following:
 - a) General physical health and developmental concerns.
 - b) Concerns related to communicable disease, including sexually transmitted diseases, community acquired illness, immunizations and HIV infection.
 - c) Growth and development of children, pregnancy and prenatal care.
 - d) Lifestyle risk assessment, including risks associated with drugs, alcohol and work. Site or environmental exposure.
 - e) Provision of student education materials with topics such as women's health, AIDS, domestic violence, rape, substance abuse, nutrition and tobacco use prevention, cessation workshops and events.

2. **Assessment and/or Referral:** The following services will be provided at no out of pocket cost to FRCC students:
 - a) Pregnancy testing, family planning, and referral as indicated.
 - b) HIV antibody testing, counseling, and education and referral as needed.
 - c) Assessment and referral to community health care providers or hospital emergency room as needed. COUNTY does not provide primary or emergent care for issues not included in this agreement including chronic pain or chronic medical case management.
 - d) Meningococcal, HPV, TDap, MMR, Influenza, Hepatitis B, Hepatitis A, Polio and Varicella Immunizations for FRCCD students who qualify for the Vaccines for Children program.
 - e) TB skin testing.
 - f) Assessment of health risk behavior, counseling, intervention and/or referral as needed.
 - g) Counseling regarding lifestyle decisions toward greater wellness, including diet, exercise, health care intervention, and mental health referrals.
 - h) Assessment of clients for sexually transmitted disease; information and/or referral as needed.
 - i) Facilitate access to Children Health Disability Prevention (CHDP) Services for eligible adolescents.
 - 1) It is understood that if a student is under the age of 18 years old, COUNTY requires a parental consent for any services except Family Planning can be performed. It is the responsibility of the student to provide this before an appointment is made.

- m) Limited over the counter medications will be provided by COUNTY at no charge.
- n) COUNTY only prescribes medications, lab tests, x-rays or other diagnostic tests necessary for family planning, sexually transmitted diseases, and tuberculosis.
- o) Students are responsible for all costs as a result of referral visits, including but not limited to prescription medications, lab tests, x-rays and any hospital emergency room or patient fees.

3. Hours of Service; Scheduling:

- a) The County will provide health services at the Plumas County Public Health Agency Clinic as follows:
- b) Students will be seen Monday through Friday between the hours of 9:00 am and 4:00 pm by appointment only.
- c) Students may make an appointment by calling Plumas County Public Health Agency Clinic at (530) 283-6330. Same day appointments will be accommodated as the COUNTY clinic schedule allows.
- d) All services will be provided by a licensed health care provider, who will be staff or subcontractors of the COUNTY.

4. Evaluation: The student health program will be evaluated, and recommendations for improvement made, by the Plumas County Public Health Agency Director, Director of Nursing, and the Feather River Community College District Chief Student Services Officer and Feather River Community College District students, as indicated. A collaborative effort among those responsible for provision of health services will be ongoing.

5. FRCCD Students Eligibility To Access County Health Services:

All FRCCD students accessing health services through COUNTY must show proof of enrollment via a student ID card issued from FRCCD Admissions and Records with a current validation sticker for the semester. The students will be asked to show their card before services can be provided.

6. Costs, Compensation and Billing:

- a) **Cost:** Feather River Community College District shall pay Plumas County Public Health Agency the sum not to exceed \$15,000.00 for services provided in connection with this Agreement.
- b) **Billing:** Plumas County Public Health Agency will invoice Feather River Community College District in the amount of \$3,750.00 per quarter as listed below:

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

7. INDEMNIFICATION: Feather River Community College District (herein referred to as FRCCD) agrees to indemnify, defend, and hold harmless County of Plumas, herein referred to as COUNTY, including its officers, agents and employees from and against any and all claims, liability, causes of action, damages and/or expense of any kind arising out of or related to the intentional or negligent acts, errors or omissions of FRCCD and/or its officers, agents, employees or members arising from the performance of this Agreement. FRCCD's Agreement to indemnify herein includes costs to County in defending claims brought against County and County shall be indemnified for any

and all such costs, attorney's fees, expert fees or other expenses associated with such defense by County. In the event of any such claims or suits filed, FRCCD shall give County proper notice thereof, and County shall have the right to defend or settle the same to the extent of its interests.

Feather River Community College District further agrees to provide a Certificate of Insurance for liability and workers compensation coverage's with limits acceptable to the County, including an additional insured endorsement naming County of Plumas, as an additional insured.

County agrees to indemnify defend, and hold harmless FRCCD, including its officers, agents and employees from and against any and all claims, liability, causes of action, damages, and/or expense of any kind arising out of or related to the intentional or negligent acts, errors or omissions of County and/or its officers, agents, employees or members while in performance of this Agreement. County's agreement to indemnify herein includes costs to FRCCD in defending claims brought against FRCCD and FRCCD shall be indemnified for any and all such costs, attorney fees, expert fees or other expenses associated with such defense by FRCCD. In the event of any such claims filed, County shall give FRCCD proper notice thereof, and FRCCD shall have the right to defend or settle the same to the extent of its interests.

County further agrees to provide a Certificate of Insurance for liability and workers compensation coverage with limits acceptable to the District, including an additional insured endorsement naming Feather River Community College District, as an additional insured.

FRCCD and County shall respectively be responsible for the acts of their officers, employees and duly authorized agents, volunteers or students, acting in the official capacity and within the course and scope of their employment or designated functions not wanton or malicious in nature.

County must obtain professional medical liability insurance, in the amounts and with companies reasonably acceptable to FRCCD.

County agrees to provide a copy of the certificate of professional and medical liability insurance to FRCCD upon acceptance of this agreement.

- 8. TERM:** This agreement shall become effective August 1, 2021 upon approval and shall continue through June 30, 2022.

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 FRCCD. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, FRCCD shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

FRCCD 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. If this Agreement is terminated as provided herein, County will be paid a total amount equal to the service it has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

[SIGNATURES FOLLOWING ON NEXT PAGE]

**FEATHER RIVER
COMMUNITY COLLEGE
DISTRICT:**

Date

Kevin Trutna,
Superintendent/President
Date

COUNTY OF PLUMAS:

Dana Loomis, Director
Plumas County Public Health Agency

Date

Chair, Plumas County Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

6/22/2021

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 FEATHER RIVER COMMUNITY COLLEGE, referred to herein as Business Associate ("BA"), dated July 1, 2021.

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)(ii)(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 it 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)(ii)(2)(1)]. 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

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

By: _____

Print Name: Dana Loomis

Title: Director

Date: _____

BUSINESS ASSOCIATE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Kevin Trutna

Title: Superintendent/President

Date: _____



ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6323

John Mannle, P.E.
Plumas County Engineer

DATE: June 22, 2021

TO: Honorable Chair and Members of the Board of Supervisors

FROM: John Mannle, Plumas County Director of Public Works 

SUBJECT: Agenda item for July 6, 2021

RE: Four-Ten Work Week Authorization Request, Evan Hasse, Senior Engineering Technician, Engineering Department

Background:

Personnel Rule 8.05 allows a department head to schedule an employee's workweek into four 10-hour days with authorization from the Board of Supervisors.

Presently within the Engineering Department, there are no other positions authorized to operate under a Four-Ten workweek, thus negating any issue of schedule conflict.

The Public Works Management team has evaluated this modified work schedule against the daily workload within the Engineering Department and deemed appropriate after consideration, both in and out of the office, and office counter staffing demands.

The Engineering Department serves a diverse purpose between reviewing record map submittals, lot-line adjustments and various field surveying and inspection activities. Allowing four 10-hour workdays (Monday through Thursday) on a weekly basis for Evan Hasse, Senior Engineering Technician, will permit a more effective use of his time; serving the public and his workload by increasing his production time in the office and in field assignments.

Recommendation:

Authorize Evan Hasse, Senior Engineering Technician, Engineering Department, to modify his work week from five 8-hour days, to four 10-hour days, Monday through Thursday, with a 6:30am to 5:00pm daily schedule that includes a half-hour lunch period.

With this recommendation, Personnel Rule 2.66 for Evan Hasse shall be deemed to define "Workday" as ten hours per day, and Personnel Rule 6.05 shall be applicable so that eligibility for merit advancement by salary step increases is determined on a calendar day basis.

2 K1



Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: June 17, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of July 6, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00136 between the Plumas County Sheriff's Office (PCSO) and May Nursing Services in the amount of \$393,000.00.

Background and Discussion:

This contract is an annual renewal for services.

The term of this contract is 07/01/21-06/30/22. This purpose of this agreement with May Nursing Services is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

Copy of contract is on file with the Clerk of the Board.

PCSO00136

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Bobbi May, a sole proprietor doing business as May Nursing Services (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Hundred Ninety Three Thousand Dollars (\$ 393,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30th, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by May Nursing Services from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office
 County of Plumas
 1400 East Main Street
 Quincy, Ca, 95971
 Attention: Steve Clark

Contractor:

May Nursing Services
 5938 Chandler Road
 Quincy, Ca, 95971
 Attention: Bobbi May

- 23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Bobbi May, a sole proprietor doing business as May Nursing Services.

By: _____
 Name: Bobbi May
 Title: Owner
 Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
 Name: Jeff Engel
 Title: Chari, Board of Supervisor
 Date signed:

Attest:
 By: _____
 Name: Heidi Putnam
 Title: Clerk Plumas County Board of Supervisors
 Date signed:
 Approved as to form:


 _____ 6/16/2021
 Joshua Brechtel
 Deputy County Counsel I

EXHIBIT A

Scope of Work

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility (“PCCF”). See attached work proposal from May Nursing Services
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
 - a. One (1) nurse shall be on duty and available to the jail Monday through Sunday (excluding holidays) between 7 a.m. and 12 a.m. (excluding a one-hour lunch-break) to provide daily “sick call”, set up medication to be dispensed throughout the day, dispense medications to inmates while at the facility during routine hours. Nurse shall handle all other tasks related to the provision of nursing services under this Agreement.
 - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
 - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
 - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
 - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group and the Medical director contracted by the county. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.

EXHIBIT B

Fee Schedule

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirty Two Thousand, Seven Hundred Fifty 00/100 Dollars \$32,750.00 per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 6.4 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.

EXHIBIT A

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EXHIBIT B

FEE SCHEDULE

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3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

2K2

Memorandum

DATE: June 17, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of July 6, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00170 between the Plumas County Sheriff's Office (PCSO) and Contract Pharmacy in the amount of \$100,000.00.

Background and Discussion:

This contract is an annual renewal for services.

The term of this contract is 07/01/21 – 06/30/22. This purpose of this agreement with Contract Pharmacy is to provide pharmaceutical services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel.

Copy of contract is on file with the Clerk of the Board.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Contact Pharmacy Services, a Pennsylvania Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contact Pharmacy Services from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

CONTRACTOR INITIALS_____

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, Ca, 95971
Attention: Steve Clark

Contractor:

Contract Pharmacy Services
125 Titus Avenue
Warrington, PA, 18976

Attention: Scott Steres

- 23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Contract Pharmacy Services, a Corporation

By: _____
 Name: Wayne A. Shafer
 Title: Chief Executive Officer
 Date signed:

By: _____
 Name: Heather Hutchinson
 Title: Chief Operating Officer
 Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
 Name: Jeff Engel
 Title: Chair, Plumas County Board of Supervisor
 Date signed:

Attest:

By: _____
 Name: Heidi Putnam
 Title: Clerk, Plumas County Board of Supervisors
 Approved as to form:


 _____ 6/16/2021
 Joshua Brechtel
 Deputy County Counsel I

_____ COUNTY INITIALS

_____ R INITIALS _____

EXHIBIT A

Scope of Work

See attached binder under tab #12, Scope of work.

EXHIBIT B

Fee Schedule

See attached binder, page #62 for example of medication fee schedule. Fees shall not exceed One Hundred Thousand Dollars, (\$100,000.00) over the life of the one year contract.

PRICING

Contract Pharmacy Services, Inc. (CPS) is pleased to submit pricing contained herein to the Plumas County Sheriff's Office in response to the Request for Proposal for Correctional Pharmaceutical Services at the Plumas County Correctional Facility.

Pricing has been provided on the medication pricing list using formulas based on Actual Acquisition Cost of the medication plus a per prescription dispensing fee. This is the methodology of pricing to the Plumas County Sheriff's Office in the current contract with Contract Pharmacy Services.

Medications would be billed at Actual Acquisition Cost plus three percent (3%) plus a per prescription dispensing fee of \$2.95 for brand/single source drugs. Generic/multiple source drugs will be charged Actual Acquisition Cost plus ten percent (10%) plus a dispensing fee of \$2.95. This pricing represents no change in the current contracted pricing.

The above pricing includes the cost of the medication, packaging, dispensing, and shipping, and all other charges incidental to the delivery of the pharmaceuticals. There are no additional dispensing fees.

CPS will dispense generic drugs whenever they are available, unless the physician specifically informs us to dispense a brand name drug. Only generic products manufactured by approved FDA manufacturers will be dispensed at the Plumas County Correctional Facility.

The requested medication pricing list, detailing all available strengths of the medications stated in the proposal specifications, has been included in this pricing section. The unit and cumulative costs (based on typical ordering quantity) have been detailed on this pricing list. Because of the extremely low unit cost on many of the drugs, pricing has been provided to four decimal places (hundredths of a cent). Costs of the drugs on the pricing list are current as of April 28, 2021.

Dated: April 28, 2021

Submitted:



Scott D. Steres

Director of Sales and Marketing

MEDICATION PRICING LIST

DRUG NAME/STRENGTH/Form	TYPICAL QUANTITY	UNIT COST	CUMULATIVE COST	COST PLUS DISPENSING FEE
BUSPIRONE HCL 5MG TAB	30	\$0.0337	\$1.01	\$3.96
BUSPIRONE HCL 7.5MG TAB	30	\$0.2076	\$6.23	\$9.18
BUSPIRONE HCL 10MG TAB	30	\$0.0185	\$0.55	\$3.50
BUSPIRONE HCL 15MG TAB	30	\$0.1211	\$3.63	\$6.58
BUSPIRONE HCL 30MG TAB	30	\$0.2059	\$6.18	\$9.13
ARIPIRAZOLE 2MG TAB	30	\$0.1274	\$3.82	\$6.77
ARIPIRAZOLE 5MG TAB	30	\$0.1274	\$3.82	\$6.77
ARIPIRAZOLE 10MG TAB	30	\$0.1574	\$4.72	\$7.67
ARIPIRAZOLE 15MG TAB	30	\$0.1729	\$5.19	\$8.14
ARIPIRAZOLE 20MG TAB	30	\$0.2145	\$6.44	\$9.39
ARIPIRAZOLE 30MG TAB	30	\$0.2145	\$6.44	\$9.39
BENZTROPINE 0.5MG TAB	30	\$0.0569	\$1.71	\$4.66
BENZTROPINE 1MG TAB	30	\$0.0862	\$2.59	\$5.54
BENZTROPINE 2MG TAB	30	\$0.0980	\$2.94	\$5.89
TRAZODONE 50MG TAB	30	\$0.0551	\$1.65	\$4.60
TRAZODONE 100MG TAB	30	\$0.0970	\$2.91	\$5.86
TRAZODONE 150MG TAB	30	\$0.1185	\$3.55	\$6.50
TRAZODONE 300MG TAB	30	\$0.2369	\$7.11	\$10.06
LISINOPRIL 2.5MG TAB	30	\$0.0069	\$0.21	\$3.16
LISINOPRIL 5MG TAB	30	\$0.0155	\$0.47	\$3.42
LISINOPRIL 10MG TAB	30	\$0.0152	\$0.46	\$3.41
LISINOPRIL 20MG TAB	30	\$0.0224	\$0.67	\$3.62
LISINOPRIL 30MG TAB	30	\$0.0413	\$1.24	\$4.19
LISINOPRIL 40MG TAB	30	\$0.0403	\$1.21	\$4.16
HCTZ 12.5MG TAB	30	\$0.0449	\$1.35	\$4.30
HCTZ 25MG TAB	30	\$0.0083	\$0.25	\$3.20
HCTZ 50MG TAB	30	\$0.0139	\$0.42	\$3.37
CHLORDIAZEPOXIDE 5MG CAP	30	\$0.0785	\$2.35	\$5.30
CHLORDIAZEPOXIDE 10MG CAP	30	\$0.0405	\$1.21	\$4.16
CHLORDIAZEPOXIDE 25MG CAP	30	\$0.0578	\$1.73	\$4.68
GABAPENTIN 100MG CAP	30	\$0.0182	\$0.54	\$3.49
GABAPENTIN 300MG CAP	30	\$0.0257	\$0.77	\$3.72
GABAPENTIN 400MG CAP	30	\$0.0660	\$1.98	\$4.93
GABAPENTIN 600MG TAB	30	\$0.1257	\$3.77	\$6.72
GABAPENTIN 800MG TAB	30	\$0.1614	\$4.84	\$7.79
QUETIAPINE 25MG TAB	30	\$0.0310	\$0.93	\$3.88
QUETIAPINE 50MG TAB	30	\$0.0413	\$1.24	\$4.19
QUETIAPINE 100MG TAB	30	\$0.0594	\$1.78	\$4.73
QUETIAPINE 200MG TAB	30	\$0.1165	\$3.49	\$6.44
QUETIAPINE 300MG TAB	30	\$0.1525	\$4.57	\$7.52
QUETIAPINE 400MG TAB	30	\$0.1993	\$5.98	\$8.93
VENTOLIN HFA (18GM) 90MCG INHL	1	\$40.8992	\$40.90	\$43.85



2K3



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

Memorandum

DATE: June 17, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of July 6, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00015 between the Plumas County Sheriff's Office (PCSO) and Dale Harris, DDS in the amount of \$60,000.

Background and Discussion:

This contract is an annual renewal for services.

The term of this contract is 07/01/21 – 06/30/22. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel

Copy of contract is on file with the Clerk of the Board.

PCSO00015

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Dale Harris, DDS, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand Dollars (\$ 60,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30th, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Dale Harris, DDS from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. 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. Current insurance documents are attached as Exhibit C.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, Ca, 95971
Attention: Steve Clark

Contractor:

Dale Harris, DDS
78 Central Avenue

Quincy, Ca, 95971
Attention: Dale Harris

- 23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Dale Harris, DDS

By: _____
Name: Dale Harris, DDS
Title: Owner
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I 6/16/2021

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Jeff Engel
Title: Chari, Board of Supervisor
Date signed:

Attest:

By: _____
Name: Heidi Putnam
Title: Clerk, Plumas County Board of Supervisors
Date signed:

EXHIBIT A
SCOPE OF WORK

April 27, 2021

Proposal Correctional Dental Services

This proposal is to provide services to the Plumas County Correctional Facility and enter into a contract.

Services to be provided by Dale V. Harris D.D.S. 78 E. Central Avenue, Quincy, California. California Dental License #30740.

The services and the amount of the services we shall provide shall be as follows, but not limited to:

Provide routine dental screening on inmates in order to address oral hygiene, determine if extractions are needed or fill cavities where cost is less than extraction or deemed necessary.

Provide full or partial dental prosthetics when needed in order to promote improved health.

Provide hygiene education to inmates during the visit in order to improve the inmate's oral health care.

Work in coordination with the Medical Director and nursing staff at the Plumas County Correctional Facility in regards to inmate oral health.

When possible, be available to see inmates on emergent dental procedures.

Follow the National Commission on Correctional Health Care, (NCCHC) standards where possible.

We shall provide dental services to inmates at the Plumas County Correctional Facility. Such services shall be on as-needed basis upon request of the County. County shall contact our office to schedule services under an agreement. Inmates are to be transported to our office at the expense of the County.

EXHIBIT B
FEE SCHEDULE

DALE V. HARRIS, D.D.S.

The following dental services shall be provided at the fees listed, each such fee being a flat, all- inclusive fee for that particular service:

Oral Evaluation (exam): \$71
Intra Oral X-Rays (each): \$26
Panographic X-Ray (whole mouth): \$97
Simple extraction: \$150
Surgical extraction: \$242
Composite filling: not to exceed \$257
Mouth debridement (scale) of teeth: \$86
Root canal treatment depending on tooth: \$622-\$921
Partial dental prosthetic (upper or lower): \$1515
Full dental prosthetic (upper or lower): \$1510
Emergency after hours (office visit): \$130

Our office will provide an estimate when necessary for denture work upon approval from the Commander.

Respectfully submitted,



Deborah Whiting
Office Manager
Dale V. Harris D.D.S.

EXHIBIT C

CERTIFICATE OF INSURANCE

**Certificate of Insurance
Professional and Dental
Business Liability Policy**

The Dentists Insurance Company
1201 K Street, 17th Floor, Sacramento, CA 95814



This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the Coverage afforded by the policies listed below.

Named Insured	Policy	
Dale V Harris, DDS 78 E Central Ave Quincy, CA 95971-0390	Policy Number	8030907001
	Retroactive Date	08/15/1997
	Endorsement Effective Date	07/01/2020
	Policy Period Expiration Date	07/01/2021

This is to certify that the Coverages listed below have been issued to the insured herein and are in force during the **policy period** shown. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the Coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. The Coverage afforded by the policies identified below is governed by the terms and provisions of the Policy Forms and Endorsements listed on the Declarations Insert to the policies and not by any information that appears on this Certificate of Insurance. The certificate holder should review all such Policy Forms and Endorsements in order to determine the Coverage afforded by the policies identified in this certificate.

Certificate Holder

PLUMOS COUNTY, ITS OFFICIALS, EMPLOYEES, AND AGENTS
C/O PLUMOS COUNTY SHERIFF'S DEPARTMENT
1400 E MAIN ST
QUINCY, CA 95971

Limits of Liability

Professional Liability - Claims-Made Form	\$1,000,000	Each claim
Dental Business Liability - Occurrence Form	\$1,000,000	Each occurrence
	\$3,000,000	Aggregate Limit for All Claims Under Coverages A & B combined

Cancellation

If any of the policies described above are canceled before the expiration date thereof, the Dentists Insurance Company will endeavor to mail ten (10) days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

07/14/2020
Date issued

Robert F. Spinelli
Chief Executive Officer

**Dental Business Liability
Additional Insured Endorsement**

This Endorsement changes your policy. Please read it carefully.

The Dentists Insurance Company
1201 K Street, 17th Floor, Sacramento, CA 95814



This Endorsement forms a part of Policy Form PBL2200-0115AS Professional & Dental Business Liability Policy, and becomes effective at 12:01 a.m. on the Endorsement Effective Date at the insured address below, subject to all the provisions and exclusions of the policy.

Named Insured	Policy	
Dale V Harris, DDS 78 E Central Ave Quincy, CA 95971-0390	Policy Number	8030907001
	Endorsement Effective Date	07/01/2020
	Endorsement Expiration Date	07/01/2021

Limits of Liability

\$1,000,000 Each occurrence
\$3,000,000 Aggregate per Policy Period

Between the Endorsement Effective Date and Endorsement Expiration Date, and subject to all the policy provisions and exclusions, this policy is amended under Section V. Who Is Insured, with respect to Coverage B and E to include the following:

Additional Insured

PLUMOS COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS
C/O PLUMOS COUNTY SHERIFF'S DEPARTMENT
1400 E MAIN ST
QUINCY, CA 95971

This Endorsement will expire prior to the expiration date if the policy is terminated prior to the expiration date.

This Endorsement does not modify, waive, or extend any other term, provision or condition of the policy, except as stated herein. The Endorsement is subject to all such policy language which remains in effect and enforceable.

07/14/2020
Date issued

Robert F. Spinelli
Chief Executive Officer

Declarations Insert

The Dentists Insurance Company
1201 K Street, 17th Floor, Sacramento, CA 95814



In consideration of the required premium, this policy is effective for the policy period beginning and ending at 12:01 a.m. at the insured address below and subject to the Limit of Liability for each Coverage stated below and subject to all provisions of the Policy Form, all Endorsements, and your application. This Declarations Insert attaches to and becomes part of Policy Form PBL2200-0115AS.

Policy Number	Policy Period Effective Date	Policy Period Expiration Date
8030907001	07/01/2020	07/01/2021

Named Insured	Class Description
Dale V Harris, DDS 78 E Central Ave Quincy, CA 95971-0390	11 General Dentist utilizing local, nitrous oxide or oral conscious sedation.

Dental Specialty	Component	Territory
00 General Dentist	12 Northern California	C

Limits of Liability	Coverage	Retroactive Date
Each Claim	\$1,000,000 Coverage A - Dentists Professional Liability Claims Made Form	08/15/1997
Each Occurrence	\$1,000,000 Coverage B - Dentists Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined	\$3,000,000	
Aggregate	\$100,000 Coverage C - Dental Employment Benefits Liability Claims Made Form	08/15/1997
Aggregate Defense Costs Reduce Limits	Not Applicable Coverage D - Dental Employment Practices Liability (optional) Claims Made Form - 20% co-payment	Not Applicable
Aggregate	\$60,000 Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate	\$100,000 Coverage F - Regulatory Authority Legal Defense Costs Claims Made Form	08/15/1997

Policy Premium	
Total:	\$1,497.00

Discounts
Multi-line Optimum

Notices				
Endorsements made a part of this policy				
PBL2026-0720AS	PBL2122-0720AS	PBL2513-0720AS	PBL2044-0720AS	PBL2500-0720CA
PBL2010(A)-0720AS	PBL2020(A)-0720AS			

For questions regarding your insurance call: 800.733.0633

07/14/2020
Date issued

Robert F. Spinelli
Chief Executive Officer



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

2K4

Memorandum

DATE: June 17, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of July 6, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00050 between the Plumas County Sheriff's Office (PCSO) and North Fork Family Medicine in the amount of \$81,000.00.

Background and Discussion:

This contract is an annual renewal for services.

The term of this contract is 07/01/21-06/30/22. This purpose of this agreement with North Fork Family Medicine is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

Copy of contract is on file with the Clerk of the Board.

PCSO00050

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and North Fork Medicine, a California general partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty One Thousand Dollars (\$ 81,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30th, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by North Fork Medicine from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office
 County of Plumas
 1400 East Main Street
 Quincy, Ca, 95971
 Attention: Steve Clark

Contractor:

North Fork Medicine
 1060 Valley View Drive
 [Quincy, Ca, 95971
 Attention: Dr. Ross Morgan

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

By: _____
 Name: Ross Morgan MD
 Title: Doctor
 Date signed:

By: _____
 Name: Erin Barnes MD
 Title: Doctor
 Date signed:

By: _____
 Name: Paige Lewis MD
 Title: Doctor
 Date signed:

By: _____
 Name: Alexandra Hunt MD
 Title: Doctor
 Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
 Name: Jeff Engel
 Title: Chari, Board of Supervisor
 Date signed:

Attest:
 By: _____
 Name: Heidi Putnam
 Title: Clerk Plumas County Board of Supervisors
 Date signed:

By: _____
Name: April Leonardo MD
Title: Doctor
Date signed:

By: _____
Name: Joseph Schad MD
Title: Doctor
Date signed

EXHIBIT A

Scope of Work

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services under this Agreement.

On-Call: Physicians shall provide on-call services between 5 p.m. and 8 am. Monday through Friday, as well as weekends and holidays. Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation.

Medical Evaluation:

Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTs.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand.

Non-urgent issues shall generally be addressed by the jail nurse during normal "sick call" hours.

Supervision: Physicians agree to provide "sick call", "call-back" and "on-call" supervision to jail nurse via phone consultation. This may include telemedicine when deemed appropriate, when equipment becomes available. Physicians agree to report any medical service issues and work with the contracted Medical Director to rectify medical services to inmates.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Fridays at 8:00 a.m. but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications in conjunction with correctional officers.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Nursing Services: Any nurses provided by the County, whether employees of the County or independent contractors, shall serve under the supervision of Contractor.

EXHIBIT B

Fee Schedule

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Six Thousand Seven Hundred, Fifty and No/100 Dollars (\$6,750.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.
5. County shall be responsible for the payment of any premiums for physician's malpractice insurance required under this Agreement, as well as the costs of all nursing services provided at the jail.



TODD JOHNS
SHERIFF-CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

2K5

Memorandum

DATE: June 17, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting of July 06, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00157 between the Plumas County Sheriff's Office (PCSO) and Joseph Schad, D.O. in the amount of \$162,000.00.

Background and Discussion:

This contract is an annual renewal for services.

The term of this contract is 07/01/21-06/30/22. This purpose of this agreement with Joseph Schad, D.O. is to provide medical director services at the Jail as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

PCSO00157Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Joseph Schad, D.O. an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Sixty Two Thousand Dollars (\$ 162,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30th, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Joseph Schad, DO from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Sheriff's Office
 County of Plumas
 1400 East Main Street
 Quincy, Ca, 95971
 Attention: Steve Clark

Contractor:

Joseph Schad, D.O.
 205 Sierra Way
 Quincy, Ca, 95971
 Attention: Joseph Schad

- 23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Joseph Schad, DO an individual

By: _____
 Name: Joseph Schad, DO
 Title: An individual
 Date signed:

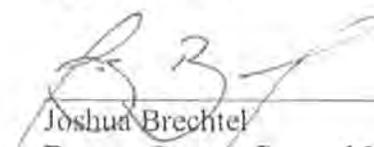
COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
 Name: Jeff Engel
 Title: Chari, Board of Supervisor
 Date signed:

Attest:
 By: _____
 Name: Heidi Putnam
 Title: Clerk Plumas County Board of Supervisors
 Date signed:

Approved as to form:


 _____ 6/16/2021
 Joshua Brechtel
 Deputy County Counsel I

____ COUNTY INITIALS

____ CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

See attached proposal presented by Joseph Schad, D.O., (10 pages)

EXHIBIT B

Fee Schedule

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.

EXHIBIT A

SCOPE OF WORK

See attached proposal presented by Joseph Schad, D.O., (10 pages)

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

EXHIBIT A

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of thirteen thousand five hundred and No/100 Dollars (\$13,500.00) per month.
2. Contractor shall be responsible for the cost of secretarial and clerical work.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

May 27, 2021

Plumas County Sheriff's Office

1400 E Main St

Quincy, CA 95971

(530) 283-6375

Dear Plumas County Sheriff's Office:

June 26, 2017 the Institute of Medical Quality (IMQ) did a survey of Plumas County Jail Medical/Behavior Health Service in hopes to illuminate deficiencies in standard of care at the county correctional facility. As you know, many deficiencies in standard of care were found as pertains to Title 15. All the deficiencies were addressed in the last two years as part of an accreditation process developed by the National Commission on Correctional Health Care (NCCHC). NCCHC is the most recognized independent company that establishes standards for health services in correctional facilities. The accreditation process includes three main areas. First, creating policy and procedures that meet the standards of Title 15 and NCCHC which has been completed. Second, a site visit to our facility which was scheduled this time last year, however pushed back due to COVID-19 Pandemic. Third, ongoing quality improvement of medical services at the jail. As Medical Director, I plan to address deficiencies identified by NCCHC along with providing and coordinating comprehensive medical care services for inmates at the Plumas County Correctional Facility.

I have provided medical services, including on call service and sick call services, for Plumas County Jail for the last seven years and medical director for the last three years. I maintain a good working relationship with the nursing staff, correctional facility employees, and community physicians. I understand the essential standard of care needs, and how to implement them in a small county jail with limited resources. I will provide a well-organized, structured, correctional health care service that moves towards compliance with Title 15 and accreditation by NCCHC.

Sincerely,

Joseph F. Schad, D.O.

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

STATEMENT OF WORK AS MEDICAL DIRECTOR

A. INTENT

- a. To provide and coordinate comprehensive medical care services for inmates at the correctional facility managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.
- b. Intend to satisfy both medical and nursing qualifications for NCCHC certification as stated in Title 15. The Medical Director position would be 75% administrative and 25% clinical.
- c. Medical Director will provide secretarial/clerical support for all administrative functions
- d. Fee Schedule see Exhibit A

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

A. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

- a. Contract with local medical physicians
 - i. Provide medical services twenty-four hours a day, seven days a week
 - ii. Weekly medical rounds at Jail
- b. Contract with Nurses
- c. Contract with Plumas County Behavioral Health Services
 - i. Responsible for providing mental health care
- d. Prosthesis/Glasses as medically indicated and appropriate
- e. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).
- f. Ancillary Services Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.
- g. Hospital Care Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.
- h. Contract agreements with Dental
- i. Contract agreements with Optometry
- j. Contracted Pharmaceutical Vendor to complete the following
 - i. Pharmaceutical Policies and procedures in compliance with Title 15
 - ii. Generate pharmacy and therapeutic reports monthly
 - iii. Formulary implementation
 - iv. Consulting services for nursing during business hours

B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

a. Administrative Meetings and Reports

- i. Monthly Statistical data collection by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.
- ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance to IMQ report, Title 15, and NCCHC
 1. Monitor health care services, investigation of complaints, review of administration practices
 2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective
 3. Quality measure review of each policy implemented.
 4. All meetings will have secretarial documentation with minutes
- iii. Quarterly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative
- iv. Quarterly meetings with Pharmaceutical Services and Dietary Services
- v. Yearly meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

b. Quality Management

- i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans
- ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes
 1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

c. Medical Licensing, Credentialing, and Privileging

- i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.
- ii. Develop ongoing monitoring system for maintaining current licensure
- iii. Quality Review of all contracted physicians via Peer Review Process.

d. Job Descriptions

- i. Will Develop written job description for medical physicians (in accordance with contracted physicians)
- ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)
- iii. Will be reviewed on annual basis

e. Staff Development and Training

- i. Develop written staff development and training plan
 - 1. County Public Health will aid in this process
 - 2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training
 - 3. Training programs will be available to Correctional Personnel

f. Medication Administration

- i. Policy and procedures provided by pharmaceutical vendor customization to meet our needs
- ii. Quality Improvement on pharmaceutical operations including:

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

1. Medication ordering, dispensing, and disposing.
2. Controlled substance monitoring
3. Cost analysis of pharmaceuticals and changing formulary accordingly

g. Medical Policies and Procedures

- i. Implement and ongoing Quality Improvement of all Medical Policies and Procedures to be in accordance with NCCHC
- ii. Peer Review
 1. 10% of sick visits per contracted medical provider (not including Dental and Mental Health) will be peer reviewed yearly.
- iii. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.
- iv. Develop and implement discharge planning policies and procedures
 1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.
- v. Managements of Inmate Segregation
- vi. Policies and Procedures for Prenatal, Pregnant, and Postpartum Services.

h. Mental Health Policies and Procedures/Services

- i. Policy Procedure development in conjunction with BH to meet NCCHC standards
- ii. Ongoing Quality Improvement on all policies and procedures in conjunction with Plumas County Behavior Health

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

- a. Oversight of contracted medical services including on call service and sick visits.

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

- i. Medical Documentation
 - ii. Policy and Procedure on appropriate medical documentation in accordance to Title 15 Code of Regulations and NCCHC
 - iii. Design and implementation of computer based documentation that meets Title 15 requirements
 - iv. Medical review of In-Custody Deaths
 - v. 10% per year of physician charts will be reviewed for quality measures
- b. Oversight of intake visits
- i. Intake screening shall be performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking
 - ii. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.
 - iii. Medical disposition, including referral of emergency care, referral for follow-up appointments including sick visit, early appraisal visit, mental health visit, or placement in population without early referral.
 - iv. Mandatory tuberculosis testing is started at this point of contact in accordance with State and local standards.
 - v. Documenting current medications and problem list
 - vi. Document the types of alcohol/drugs used/abused, including mode of use, amount frequency, and date of last use
 - vii. Triage timing of Health Appraisal visit
 - 1. Based on complexity of medical history, number or medications and active medical problems
- c. Managing all Medication Assisted Treatment (MAT) at the Jail

Joseph Schad, D.O.

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

- i. Includes developing MAT program at the jail meeting NCCHC standards utilizing Suboxone

D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

- a. Implement Health Appraisal. An appraisal will be performed by Medical Director. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives; policies, and procedures for documenting goal achievements. Appraisal to be done within 14 days of booking. Timing will be determined by complexity of medical conditions.
 - i. Develop problem list with active medications
 - ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy
 - 1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.
 - iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.
 - 1. AIDS and Hepatitis treatment will be coordinated through local hospital
 - iv. Measurements of height, weight, pulse, blood pressure, and temperature.
 - v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse
 - vi. Dental problems and referral to dental consult for urgent dental needs
 - vii. Body deformities, ease of movement, etc
 - viii. Disabilities that may require accommodation
 - ix. Mental health screenings will be conducted. Inmates with emergent needs will receive immediate care at local emergency department. Inmates with urgent needs will be referred for an assessment within 7days

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DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: JUNE 15, 2021
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR JULY 6, 2021, CONSENT
AGENDA
RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT WITH
U.C. DAVIS FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve contract CW-2021-26, in the amount of \$15,810 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's Child Welfare Services. The agreement is for four units of training.

Financial Impact

The total value of the training under the agreement is \$15,810, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

Other Agency Involvement

County Counsel has reviewed the contract and approved it as to form.

Copies: PCDSS Management Staff (memo only)
Jessica Bennett, Staff Services Analyst

Enclosure

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “**Exhibit A**”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2021 and continue through June 30, 2022. All courses must be completed by June 30, 2022.
3. Payment: User shall pay University for Service as set forth in “**Exhibit A**”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
- a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Tim Belding
Financial Services Analyst 3
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: twbelding@ucdavis.edu

USER
Jessica Bennett
Staff Services Analyst
Plumas County
Department of Social Services
270 County Hospital Rd., Ste 207
Quincy, CA 95971
E-mail: jessicabennett@countyofplumas.com

ADDITIONAL UNIVERSITY
Jennifer Lowery
Research Analyst
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis@ucdavis.edu

ADDITIONAL USER
Neal Caiazza
Director
Plumas County
Department of Social Services
270 County Hospital Rd., Ste 207
Quincy, CA 95971
E-mail: nealcaiazza@countyofplumas.com

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

- 22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
- 23. Governing Law: This Agreement shall be construed pursuant to California law.
- 24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
- 25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
- 26. Entire Agreement: The terms of User’s addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

By: _____

By: _____
(authorized signatory)

UC Davis

Print Name: _____

Date: _____

Date: _____

Approved as to form:



6/10/2021

Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

TRAINING PROGRAM

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
4.00	\$ 4,250.00	\$17,000.00	Total Contract Amount
		(\$1,190.00)	Less CPE 7% Cost Share
		<hr/>	
		\$15,810.00	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A



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DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: JUNE 15, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 6, 2021, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH U.C. DAVIS
FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve contract #EW-2021-26 in the amount of \$43,477.50 with the University of California, Davis for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state for an Inter-County Training Consortium (ITCT). Together, the counties in the Consortium pool their funds to purchase high quality professional training services from the Center for Human Services Training located at UC Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are Consortium members.

For training that is scheduled locally and when it is appropriate, we also include invitations to our community partners and other agencies. This enables us to use the training programs as a community resource serving the broader base of human service providers.

The agreement that is before your Board today for approval provides eleven full days of training that will be available to the Department's Employment and Training, and Eligibility staff.

Financial Impact

The total value for training received under this agreement is \$43,477.50. UC Davis provides an in-kind contribution in the amount of \$3272.50 which represents what would otherwise be

considered a local match requirement from Plumas County. There is no cost to the County General Fund. An appropriation for training is included in the Department's proposed FY 2021-2022 budget.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: PCDSS Management Staff
Jessica Bennett, Staff Services Analyst

Enclosure

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2021 and continue through June 30, 2022. All courses must be completed by June 30, 2022.
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thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

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6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
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 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

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- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
 11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
 12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
 13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
 14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Tim Belding
Financial Services Analyst 3
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: twbelding@ucdavis.edu

USER
Jessica Bennett
Staff Services Analyst
Plumas County
Department of Social Services
270 County Hospital Rd., Ste 207
Quincy, CA 95971
E-mail: jessicabennett@countyofplumas.com

ADDITIONAL UNIVERSITY
Jennifer Lowery
Research Analyst
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis@ucdavis.edu

ADDITIONAL USER
Neal Caiazzo
Director
Plumas County
Department of Social Services
270 County Hospital Rd., Ste 207
Quincy, CA 95971
E-mail: nealcaiazzo@countyofplumas.com

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

- 22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
- 23. Governing Law: This Agreement shall be construed pursuant to California law.
- 24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
- 25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
- 26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

By: _____

By: _____
(authorized signatory)

UC Davis

Print Name: _____

Date: _____

Date: _____

Approved as to form:



6/10/2021

Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
11.00	\$ 4,250.00	\$46,750.00	Total Contract Amount
		(\$3,272.50)	Less CPE 7% Cost Share
		<hr/>	
		\$43,477.50	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

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DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN



Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: JUNE 9, 2021
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: AGENDA ITEM FOR JULY 6, 2021 CONSENT AGENDA
RE: APPROVAL AND AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO EXECUTE A CONTRACT WITH ENVIRONMENTAL ALTERNATIVES FOR THE TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS).

It is Recommended that the Board of Supervisors

Approve contract with Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth and authorize the Director of the Department of Social Services to execute the agreements.

Background and Discussion

In 2001, the California State Legislature passed and the Governor signed AB 427 (Chapter 125, Statutes of 2001) as an urgency statute. AB 427 established the Transitional Housing Placement and Transitional Housing Placement-Plus (THP-Plus) programs to address the needs of the young adults who "age out" or "emancipate" from the foster care system and are transitioning into independent living. In passing this legislation, the State recognized the unique needs of former foster youth and the challenges they face in such transitions.

Since its initial implementation, various steps have been taken by the Legislature to remove barriers to the implementation of this housing and support program. The most significant step for Plumas County occurred in 2006 with the adoption by the Legislature of AB 1808 (Chapter 75, Statutes of 2006). This legislation changed the cost sharing structure for this program from a 60% County share of the cost to 100% CWS Realignment Fund reimbursement for services and housing support provided under this program.

Based on this change, in April, 2007 Plumas County Department of Social Services submitted a "letter of interest" to the California Department of Social Services and an ensuing County THP-Plus Plan to fund two slots for transitional housing for young adults ages 18-24 who have emancipated out of the foster care system. Our request was approved.

The matter that is before the Board today is to approve a contract with Environmental Alternatives for these services.

Financial Impact

The rate set for housing and supportive services is \$2,434 per month for each of the two approved slots. And, pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed contracts and has approved them as to form.

Copies: PCDSS Management Staff (cover memo only)

Enclosures (2):

County of Plumas**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and **Environmental Alternatives Foster Family Agency** ("Provider").

- 1. Services Provided by Provider.** This Agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus)**. The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.
- 2. Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".
- 3. Term of Agreement.** The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.
- 4. Termination.** Subject to a thirty-day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.
- 5. Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
- 6. Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

- 7. Facilities, Equipment and Other Materials and Obligations of County.** Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:
- a. Provide program consultation and technical assistance to Provider.
 - b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.
 - c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.
 - d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
 - e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.
 - f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.
- 8. Drug-Free Work Place.** Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).
- 9. Records.** Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.
- 10. Independent Provider.** The parties understand and agree that Provider is an independent Provider and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Provider of Provider shall become an employee or agent of County for any purpose.

- 11. Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 12. Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- 13. Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 14. Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- 15. 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":

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Melody King, Asst. Executive Director
Environmental Alternatives Foster Family Agency
PO Box 3940
Quincy, CA 95971
(530) 283-3330

- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
- 17. Severability.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In

such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the agreement shall be deemed cancelled.

18. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

- Attachment A- Services
- Attachment B- Payment
- Attachment C- Additional
- Attachment D- General Provisions
- Attachment E- Business Associate Agreement

EXECUTION

County:
DEPT. OF SOCIAL SERVICES,

Provider:
ENVIRONMENTAL ALTERNATIVES
FOSTER FAMILY AGENCY,

NEAL CAIAZZO, DIRECTOR

MELODY KING, ASST. EXECUTIVE DIRECTOR

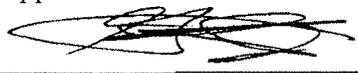
Date

Date

JEROME DORRIS, CHIEF FINANCIAL OFFICER

Date

Approved as to form:



3/30/2021

Gretchen Stuhr
Plumas County Counsel

**ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.
2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted ILP provider.
3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.
4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.
5. County shall periodically inspect housing units used by the program.
6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.
7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.
8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.
2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.

3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.
4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.
5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.
6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.
7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.
8. Provider shall provide access to on call mental health services.
9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.
10. Provider shall assure youth receives medical and dental care.
11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.
12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.
13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.
14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.
15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.
16. Provider shall provide apartment furnishings, directly or through a stipend.
17. Provider shall provide youth assistance in finding and maintaining affordable housing.

18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.
19. Provider shall provide an emancipation fund for each youth into which \$100.00 per month will be deposited.
20. Provider shall provide assistance with security deposits and moving assistance.
21. Provider shall provide transportation assistance.
22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.
23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.
24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.
25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.
2. Within 12 months, 100% of participating youth will be employed.
3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.
4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.
5. Within 12 months, 50% of participating youth will have retained their housing.
6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.
2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.

3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.
4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.
2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.
3. Provider shall respect and keep confidential information about the participants and their families.
4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
5. Provider shall comply with any findings or recommendations of State or Federal audits and reviews.

END OF ATTACHMENT A

**ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

B.1. County shall pay to Provider for services described in Attachment A as follows:

B.1.1 The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.

B.1.2 County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.

B.1.3 Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.

B.1.4 County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.5 County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP-Plus	Per Month/ Per Youth	24 @ \$2,434.00 per unit	\$58,416.00

Maximum Contract Amount: 12 Months

**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

**ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This Agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

**ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

GENERAL PROVISIONS

- D.1 INDEPENDENT PROVIDER.** For all purposes arising out of this Agreement, Provider shall be: an independent Provider and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an independent Provider, the following shall apply:
- D.1.1** Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.
- D.1.2** Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.
- D.1.3** Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4** Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.5** Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.6** Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

D.1.7 County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.

D.1.8 Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Provider and not as an employee of County.

D.1.9 Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.

D.2 PERS ELIGIBILITY INDEMNITY. In the event that Provider or any employee, agent, or subcontractor of Provider 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, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider 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, Provider 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.

D.3 LICENSES, PERMITS, ETC. Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.

D.4 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.5 TIME. Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.6 INSURANCE.

- D.6.1** Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional insured (hereinafter referred to as the insurance). The insurance shall contain the following coverages:
- D.6.1.1** Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.
 - D.6.1.2** During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).
 - D.6.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.
 - D.6.1.4** Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.
- D.6.2** The limits of insurance herein shall not limit the liability of the Provider hereunder.
- D.6.3** In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- D.6.4** The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.
- D.6.5** The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

The amount of any deductible payable by the insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

- D.6.6** Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

- D.6.7** Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may; but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.
- D.6.8** County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.
- D.6.9** Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.
- D.7 INDEMNITY.** Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

- D.8 PROVIDER NOT AGENT.** Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
- D.9 ASSIGNMENT PROHIBITED.** Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.10 PERSONNEL.** Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.
- D.11 STANDARD OF PERFORMANCE.** Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatsoever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.
- D.12 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 Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the County. 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.
- D.13 TAXES.** Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.
- D.14 TERMINATION.** County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
- D.14.1** Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

- D.14.2** County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.
- D.14.3** Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.
- D.15 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.
- D.16 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.
- D.17 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.

- D.18 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.
- D.19 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 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 such party may be entitled.
- D.20 MINOR AUDITOR REVISION.** In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.21 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.
- D.22 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.22.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.22.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.23 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.24 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.
- D.25 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.
- D.26 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.

- D.27 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.
- D.28 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.
- D.29 VENUE.** 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 Plumas, State of California.
- D.30 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.31 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.32 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.33 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 are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.34 CORPORATE AUTHORITY.** If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 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":

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Tim Wilkinson
Environmental Alternatives Foster Family Agency
PO Box 3940
Quincy, CA 95971

END OF ATTACHMENT D

**ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY
BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is made effective July 1, 2021 by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY dated," JULY 1, 2021 and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)
 - 1.1 Business Associate. Business Associate shall mean ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY.

- 1.2 Covered Entity. Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
- 1.3 Designated Record Set. Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.
- 1.4 Individual. Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 Required By Law. Required by law shall have the same meaning as the term required by law in Section 164.501.
- 1.8 Secretary. Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

- 2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

- 2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
 - 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
 - 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
 - 2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified the Arrangement Agreement provided that such use of disclosure would not violate the Privacy Rule if done by Covered Entity.
 4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

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

6. Term and Termination:

6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 Effect of Termination.

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous:

- 7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.
- 7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E

4A



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira
Director

Board Meeting: July 6, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and authorize Board Chair to sign three-year custodial contract between the Facility Services and Bob's Janitorial.

Background

This is a contract for Bob's Janitorial to provide custodial services to the county for its facilities located in Quincy. County Counsel is declining to approve the contract as to form due to a differing opinion of the interpretation of CA government code 31000. This time we made the contract for three years to lock in pricing for services.

Recommendation

Approve and authorize Board Chair to sign contract between Facility Services and Bob's Janitorial and the county for a three-year term to clean the county facilities in Quincy.

Contract not to exceed \$551,730.00 for 3 years or \$183,910.00 annually.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Facility Services** (hereinafter referred to as “County”), and, **Tim Ringo**, a sole proprietor doing business as **Bob’s Janitorial Service** (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Schedule of Services. Contractor shall adhere to cleaning schedules as set forth in Exhibit B, attached hereto.
3. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Five Hundred Fifty One Thousand Seven Hundred Thirty dollars and 00/100 (\$551,730)**.
4. Term. The term of this agreement shall be from **August 1, 2021 through July 31, 2024**, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Bob’s Janitorial Service from August 1, 2020 to date of approval of this Agreement by the Board of Supervisors.
5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. 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 thousands 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

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Kevin Correira, Director

Contractor:

Bob's Janitorial Service
135 Railway Ave.
Quincy, CA 95971
Attention: Tim Ringo, Owner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Tim Ringo, a sole proprietor DBA Bob's Janitorial

By: _____
Name: Tim Ringo
Title: Owner
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Jeff Engel
Title: Board of Supervisors - Chair
Date signed:



ATTEST:

By: _____
Name: Heidi Putnam
Title: Clerk of the Board
Date signed:

APPROVED AS TO FORM:

By: _____
Title: Deputy County Counsel
Date signed:

Exhibit A
Scope of Work (Subject to Change Prior to Award)

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Quincy Memorial Hall, Fairgrounds Admin, Courthouse Annex, Courthouse, Library & Museum, Permit Center, Gansner Park, Gansner Airport bathroom, and the Facility Services Building**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor. Please see custodial minimum standards attachment, which is incorporated herein by reference.
 - A. Services Required (not all surface/material types apply – verify conditions for each building)
 - a. Daily Restroom Services
 - a. Clean and sanitize all sinks, toilets, counter tops and mirrors
 - b. Polish all chrome and hardware
 - c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
 - d. Wash all walls and partitions
 - e. Empty waste receptacles
 - f. Replenish all paper & soap dispensers to full
 - b. Monthly Restroom Services
 - a. Clean all ceiling and wall mounted HVAC vents
 - b. De-scale toilets, urinals and faucets
 - c. Wash all walls and toilet partitions
 - c. Daily Office/Common Room Services/Entrance Lobby
 - a. Vacuum carpeted areas thoroughly
 - b. Disinfect countertops and polish table tops
 - c. Dust cases, pictures, ledges and fire extinguishers
 - d. Wet mop all floors, strip and wax linoleum as necessary
 - e. Clean, sanitize and polish drinking fountains
 - f. Wet wipe handrails, spindles and handrail base
 - g. Empty waste receptacles
 - h. Remove all cobwebs
 - i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
 - j. Sweep entrances and clean entrance mats
 - k. Clean all glass entrance and interior doors
 - l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

d. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

e. Annual Cleaning (spring - date to be determined as weather becomes mild)

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments as listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 2. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
- b. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether

the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

- c. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- d. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
 - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program.
 - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

2. **Emergency Janitorial Services**

- A. Contractor shall provide emergency, professional janitorial services on an "as-needed" basis upon request by County.
- B. Services contemplated by the parties include, but are not limited to, the following:
 - a. Professional janitorial services at various county facilities that do not fall within the scope of work in the building specific contract on file.

**Exhibit B
Schedule of Services**

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Quincy Memorial Hall									
Restrooms - All Floors		X				X			
Trash		X				X			
Lobby Stairs/Handrail/Balconies		X				X			
Office counters		X				X			
Vacuum carpets		X				X			
Dust all ledges & surfaces		X				X			
Mop floors		X				X			
Entry/Lobby		X				X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Fairgrounds Admin/									
Restrooms - All Floors		X				X			
Trash		X				X			
Lobby Stairs/Handrail/Balconies		X				X			
Office counters		X				X			
Vacuum carpets		X				X			
Dust all ledges & surfaces		X				X			
Mop floors		X				X			
Entry/Lobby		X				X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Courthouse Annex									
Restrooms - All Floors		X		X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces		X		X		X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									
Wax/Seal floor									X
Clean glass entry doors		X		X		X			
Polish brass									
Wash Int/Ext window glass									X
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Courthouse									
Restrooms - All Floors	X	X	X	X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces						X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									X
Wax/Seal floor									X
Clean glass entry doors		X				X			
Polish brass							X		
Wash Int/Ext window glass								X	
Shampoo carpets								X	
Restore/Cut Polish Marble (6-step process)								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Library & Museum									
Restrooms - All Floors		X		X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces		X		X		X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Permit Center									
Restrooms - All Floors		X		X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces		X		X		X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Gansner Park									
Restrooms		X				X			
Trash – bathrooms/park receptacles		X				X			
Lobby Stairs/Handrail/Balconies									
Office counters									
Vacuum carpets									
Clean all ledges & surfaces		X				X			
Mop floors		X				X			
Entry/Lobby									
Polish wood									
Wax/Seal floor									
Clean entry doors		X				X			
Polish brass									
Wash Int/Ext window glass									
Shampoo carpets									

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Gansner Airport bathroom									
Restroom						X			
Trash						X			
Lobby Stairs/Handrail/Balconies									
Office counters									
Vacuum carpets									
Clean all ledges & surfaces						X			
Mop floors						X			
Entry/Lobby									
Polish wood									
Wax/Seal floor									
Clean entry doors						X			
Polish brass									
Wash Int/Ext window glass									
Shampoo carpets									

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
Facility Services Building									
Restrooms - All Floors		X				X			
Trash		X				X			
Lobby Stairs/Handrail/Balconies		X				X			
Office counters		X				X			
Vacuum carpets		X				X			
Dust all ledges & surfaces		X				X			
Mop floors		X				X			
Entry/Lobby		X				X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

**Exhibit C
Fee Schedule**

ANNUAL FEE SCHEDULE	
Facility	Fee
Quincy Memorial Hall	9,960.00
Fairgrounds Admin / Facility Services Building	7,800.00
Courthouse Annex	61,250.00
Courthouse	54,000.00
Library & Museum	24,000.00
Permit Center	18,000.00
Gansner Park (Apr 15 – Oct 15)	3,000.00
Gansner Airport bathroom	900.00

Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing recurring vendor payments.

Emergency Janitorial Services:

- A. Labor and equipment rental: \$65 per hour
- B. **Emergency Janitorial Services** not to exceed **Five Thousand dollars** (\$5,000) per contract year.
- C. Contractor shall be paid monthly upon submittal of written invoice to County setting forth the following:
 - a. A description of the services provided including the date(s) of service(s), amount of time expended, and any applicable hourly rate
- D. County shall make payment within 30 days of receipt of Contractor's invoice
- E. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Line B above

EXHIBIT "D"

SCHEDULE OF HIPAA PROVISIONS

If and to the extent, and so long as, required by the provisions of 42 U.S.C. § 1171, et seq., enacted as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure County that Contractor will appropriately safeguard Protected Health Information made available to or obtained by Contractor.

In implementation of such assurance and without limiting the obligation of Contractor otherwise set forth in this Contract or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to Protected Health Information and with respect to any task or other activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

The agreement of Contractor set forth in the two preceding sentences, and the additional provisions relating to permitted and required uses and disclosures thereof that shall from time to time be provided to Contractor by County in accordance with applicable law, constitutes a contract between County and Contractor establishing the permitted and required uses and disclosures of such Protected Health Information by Contractor. In amplification and not in limitation of the provisions of this Contract including this Section of this Contract, Contractor agrees that Contractor shall:

1. Not use or further disclose such Protected Health Information other than as permitted or required by this Contract. Contractor shall not, except as necessary for the proper management and administration of the Contractor to carry out the legal responsibilities of the Contractor for performance of Contractor's duties under this Contract, use, reproduce, disclose, or provide to third parties, any confidential documents or information relating to the County or patients of the County without prior written consent or authorization of the County or of the patient. If Contractor uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. Contractor shall also ensure that the person notifies Contractor of any instances of breach of confidentiality such person is aware of. Contractor shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business of the County;
2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by County;
3. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such Protected Health Information that it creates, receives, maintains, transmits or destroys on behalf of County;

4. Report to County any use or disclosure of such information not provided for by this Contract of which Contractor becomes aware;
5. Ensure that any subcontractors or agents to whom Contractor provides Protected Health Information received from County agree to the same restrictions and conditions that apply to Contractor with respect to such information;
6. Make available Protected Health Information in accordance to applicable law;
7. The above requirements apply equally to all electronic records. Contract shall not release any electronic information without complying with all above requirements;
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from County available to the Secretary of the United States Health and Human Services for purposes of determining Contractor's compliance with applicable law (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials);
9. Incorporate any amendments or corrections to Protected Health Information when notified pursuant to applicable law. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provisions of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and
10. Authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.

Exhibit E
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, _____ acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

Signature

Date

4B(1+2)

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs
County Librarian*

DATE: May 17, 2021
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
SUBJECT: Authorize supplemental budget transfer to 20670/46070 for \$345, supplemental expenditure account 20670 / 521800 Office Expense; authorize supplemental budget transfer to 20670/46070 for \$266, supplemental expenditure account 20675 / 51020 Other Wages.

Recommendation:

Authorize supplemental budget transfer to 20670/46070 for \$345, supplemental expenditure account 20670 / 521800 Office Expense.

Authorize supplemental budget transfer to 20670/46070 for \$266, supplemental expenditure account 20675 / 51020 Other Wages.

Background:

Plumas County Library has been selected as one of six libraries in California to participate in Libraries Transforming Communities: Focus on Small and Rural Libraries, an initiative that helps library workers better serve their small and rural communities. The award comes with a \$3,000 grant that will help the library keep inmates of the county jail connected with their children by reading to them over recorded video through the program Families Read Together. Each family will receive five chosen books and a video of the guardian reading to their child, fostering both literacy and familial connection. As part of the grant, Plumas County Library/Literacy staff will host a conversation with involved departments and community members about Families Read Together. Through this conversation, staff intends to make the library more accessible to inmates and families by discussing books, family, and the future of the family beyond jail.

The grant will pay for: technical equipment, recording equipment, postage, books, staff time, and miscellaneous meeting supplies and marketing materials. The majority of the grant will take place during 21/22 FY and will be budgeted for \$100 Office Expense (Literacy), \$270 Postage (Library), \$1,085 Books (Literacy), and \$934 Other Wages (Literacy.) However, \$611 is spent in 20/21FY.

**COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER
(Auditor's Use Only)

Department: Library and Literacy Dept. No: 20670/20675 Date 5/27/2021

The reason for this request is (check one):

		Approval Required
A.	<input type="checkbox"/> Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/> Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/> Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/> Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/> Establish any new account except fixed assets	Auditor

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>001</u>	<u>20670</u>	<u>46070</u>	<u>Contribution from Other Agency</u>	<u>611.00</u>
Total (must equal transfer to total)				<u>611.00</u>

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>001</u>	<u>20670</u>	<u>521800</u>	<u>Office Expenses</u>	<u>345.00</u>
<u>001</u>	<u>20675</u>	<u>51020</u>	<u>Other Wages</u>	<u>266.00</u>
Total (must equal transfer to total)				<u>611.00</u>

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.



401

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors
FROM: Tracey Ferguson, AICP, Planning Director 
MEETING DATE: July 6, 2021
SUBJECT: UPPER NORTH FORK FEATHER RIVER (UNFFR) HYDROELECTRIC PROJECT - FERC PROJECT NO. 2105 - NEW PROJECT LICENSE PLUMAS COUNTY COMMENT

RECOMMENDATION

Review and authorize Chair to sign Plumas County comment letter to the Federal Energy Regulatory Commission (FERC) regarding the UNFFR Hydroelectric Project, FERC Project No. 2105 New Project License.

BACKGROUND

On October 23, 2002, Pacific Gas & Electric Company (PG&E) filed an application with FERC for a New License for Project No. 2105. To-date a New License has not been issued by FERC.

INFORMATION

After many interested parties, including Plumas, working diligently together, the UNFFR Project – FERC No. 2105-089 Final Relicensing Settlement Agreement (Settlement Agreement) was executed on April 22, 2004. The purpose of the Settlement Agreement was to resolve, among the Parties, subjects of concern in support of FERC issuing a New Project License.

The term of the Settlement Agreement began upon execution and will continue for the term of the New Project License, plus the term(s) of any annual license(s), or until the effective date of any FERC order approving surrender of all or part of the Project under the Federal Power Act (FPA). And while the Settlement became effective as of the 2004 date of execution, many of the protection, mitigation, and enhancement measures are not triggered until the New License is issued by FERC.

Plumas' position is that any resulting terms or conditions of the New Project License must be consistent with the Settlement Agreement, including no increased releases of cold water from Canyon Dam beyond what was agreed to in the Settlement, and that there be no adverse effects on Beneficial Uses to the surface water bodies of Lake Almanor and the North Fork Feather River and the environs under the FERC Project No. 2105 License.

Plumas appreciates receiving numerous County resident comment letters regarding the relicensing process and directed FERC's attention to these letters that support the Settlement Agreement terms, as written, and emphatically do not support increased cold water releases from Lake Almanor.

The interests of Plumas rest in improving water quality and forest health, protecting ecosystems, advancing the quality of life for residents, safeguarding the economy and increasing economic prosperity, supporting tourism and local businesses, preserving property values, and maintaining access to recreational amenities.

The Plumas County comment letter respectfully requests FERC to exercise its regulatory power in a rational, balanced, and equitable manner to ensure Plumas County's economy and its invaluable environmental resources are safeguarded for generations to come, while sustaining the long-term and safe operation of Project facilities over the term of the New License.

ATTACHMENT

Plumas County Comment Letter (dated July 6, 2021) to FERC on UNFFR Hydroelectric Project No. 2105 New Project License

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



July 6, 2021

E-Filing

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission (FERC)
888 First Street, N. E.
Washington, D.C. 20426

**RE: UPPER NORTH FORK FEATHER RIVER (UNFFR) HYDROELECTRIC PROJECT
FERC PROJECT NO. 2105 NEW PROJECT LICENSE
PLUMAS COUNTY COMMENT**

Dear Secretary Bose:

On October 23, 2002, Pacific Gas & Electric Company (PG&E) filed an application with FERC for a New License for Project No. 2105. Less than two years later and after many interested parties, including Plumas, working diligently together, the UNFFR Project – FERC No. 2105-089 Final Relicensing Settlement Agreement (Settlement Agreement) was executed. The term of the Settlement Agreement began on April 22, 2004 upon execution and will continue for the term of the New Project License, plus the term(s) of any annual license(s), or until the effective date of any FERC order approving surrender of all or part of the Project under the Federal Power Act.

Plumas understands FERC's July 16, 2020 declaratory order determined the State Water Resources Control Board waived its water quality certification authority under Section 401 of the Clean Water Act with respect to the relicensing of the UNFFR No. 2105 Project, and as a result, the water quality certification, including all conditions, are of no effect.

UNFFR Project – FERC No. 2105-089 Final Relicensing Settlement Agreement

Plumas continues to support the provisions of the Settlement Agreement and asserts any resulting terms or conditions of the New Project License must be consistent with the Settlement.

As such, Plumas urges FERC to incorporate the protection, mitigation, and enhancement measures stated in Appendix "A" of the Settlement Agreement as New Project License articles.

FERC need not include articles that are inconsistent with the Settlement Agreement, nor the measures stated in Appendix "B" of the Settlement.

Further and consistent with the Settlement Agreement, Plumas requests FERC use the provisions of the Settlement as an alternative to be considered in FERC's National Environmental Policy Act (NEPA) analysis process.

The purpose of the Settlement Agreement was to resolve, among the Parties, subjects of concern in support of FERC issuing a New Project License. Decades of efforts have been made by many interested parties; however, a New Project License has not been issued by FERC.

Plumas acknowledges the subjects resolved by the Settlement Agreement include streamflow management, recreation river flow management, reservoir operations including water levels and water surface elevations, defining water year types, water quality monitoring, wildlife habitat enhancement, development of recreation facilities, land management protection, and visual resource protection.

Plumas is also extremely aware of the subjects not resolved by the Settlement Agreement. Those of greatest concern include Lake Almanor shoreline erosion, water temperature, and the term of the new license.

As stated in the Settlement Agreement, Plumas supports a New License with a 40-year term and notes the Rock Creek-Cresta Hydroelectric Project No. 1962 License expires September 30, 2034.

As it relates to water temperature, Plumas is very concerned with potential impacts associated with the installation of thermal curtains, and emphatically does not support thermal curtains implemented, in any way, as part of the New Project License.

Protecting Lake Almanor cold freshwater lake fishery, freshwater habitat, water quality, wildlife habitat, recreational opportunities, and the economy is a paramount priority for Plumas and will not be sacrificed for the de minimis improvement of a singular UNFFR beneficial use of cold freshwater habitat in the downstream Rock Creek, Cresta, and Poe reaches. Plumas maintains the legal, social, economic, and policy balance favors protecting beneficial uses at Lake Almanor.

Plumas does not support increased cold water releases from Canyon Dam beyond what was agreed to in the Settlement Agreement.

Rather, Plumas recommends consideration of riparian restoration measures and riverine habitat improvements as a viable measure to achieve permanent and robust benefits, including water temperature reductions, for the UNFFR watershed and downstream reaches.

Plumas agrees shoreline erosion at Lake Almanor must be carefully monitored and addressed in the New License as it relates to Project operations that may unreasonably increase erosion. The first step is a shoreline monitoring and management plan with a schedule for preparation, consultation activities, quantifiable performance objectives, specific measures to limit erosion, implementation and monitoring protocols, and costs and budgeting.

And while the Settlement Agreement became effective as of the date of execution, many of the protection, mitigation, and enhancement measures are not triggered until the New License is issued by FERC.

Plumas and the residents of the County have been waiting nearly 20 years for FERC to issue the Project No. 2105 License. In the meantime, for example, the robust list of recreational opportunities and facility amenities planned in the Settlement Agreement—which will greatly benefit County residents and visitors—have been delayed seemingly unnecessarily. Developing and implementing those long anticipated recreational facilities must begin in a meaningful way.

California Regional Water Quality Control Board, Central Valley Region, Fifth Edition (Revised May 2018) Water Quality Control Plan (Basin Plan)

California Water Code Section 13050(f) defines beneficial uses of California's waters that may be protected against quality degradation to include (and not be limited to) "...domestic; municipal; agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves."

The Basin Plan states protection and enhancement of existing and potential beneficial uses are primary goals of water quality planning and that a significant point concerning the concept of beneficial uses is that all water quality problems can be stated in terms of whether there is water of sufficient quantity or quality to protect or enhance beneficial uses.

The Basin Plan for the Sacramento River Basin and San Joaquin River Basin includes the Feather River and identifies specifically the surface water bodies of Lake Almanor and the North Fork Feather River with beneficial uses to be protected and enhanced through water quality planning, as follows: hydropower generation, municipal and domestic supply, contact and non-contact recreation, freshwater habitat (cold and warm), spawning (warm), and wildlife habitat.

Conclusion

In summary, Plumas' position is that any resulting terms or conditions of the New Project License must be consistent with the Settlement Agreement, including no increased releases of cold water from Canyon Dam beyond what was agreed to in the Settlement, and that there be no adverse effects on Beneficial Uses to the surface water bodies of Lake Almanor and the North Fork Feather River and the environs under the FERC Project No. 2105 License.

Plumas appreciates receiving numerous County resident comment letters regarding the relicensing process and directs FERC's attention to these letters e-filed through FERC Online, which support the Settlement Agreement terms, as written, and emphatically do not support increased cold water releases from Lake Almanor.

The interests of Plumas rest in improving water quality and forest health, protecting ecosystems, advancing the quality of life for residents, safeguarding the economy and increasing economic prosperity, supporting tourism and local businesses, preserving property values, and maintaining access to recreational amenities.

Plumas respectfully requests FERC exercise its regulatory power in a rational, balanced, and equitable manner to ensure Plumas County's economy and its invaluable environmental resources are thriving for generations to come, while sustaining the long-term and safe operation of Project facilities over the term of the New License.

Sincerely,

Jeff Engel

Chair, Board of Supervisors

Cc: Doug LaMalfa, Congressional District 1
Brian Dahle, Senate District 1
Megan Dahle, Assembly District 1
Board of Supervisors, Plumas
Gabriel Hydrick, Plumas County Administrator
Gretchen Stuhr, Plumas County Counsel
Tracey Ferguson, Plumas Planning Director



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *T.F.*

MEETING DATE: July 6, 2021

SUBJECT: AUTHORIZATION FOR THE PLANNING DEPARTMENT TO RECRUIT AND FILL ONE (1) FTE ASSISTANT PLANNING DIRECTOR POSITION DUE TO NOTIFICATION OF RETIREMENT; DISCUSSION AND POSSIBLE ACTION

RECOMMENDATION

1. Authorize Planning Department to recruit and fill one (1) FTE Assistant Planning Director position due to notification of retirement
2. Authorize Planning Department to fund both the new Assistant Planning Director hire and Rebecca Herrin, Assistant Planning Director, during a period of time (approximately 11 weeks) resulting in a Planning budget increase of approximately \$22,000 (includes wages and benefits)

BACKGROUND

As of the result of the notification of retirement of the Assistant Planning Director effective December 31, 2021, there will be a vacancy.

The Assistant Planning Director position is funded and will be allocated in the FY 21/22 Planning Department budget.

Planning is requesting to recruit for this position starting in July 2021 and anticipates a hire no sooner than mid-October 2021.

Planning is requesting the Board authorize a period of time in which there will be overlap in order to provide training to the new Assistant Planning Director hire.

The in-office training timeframe is anticipated to be no more than 3 weeks (mid-October to early November).

Rebecca Herrin, Assistant Planning Director, plans to take vacation time starting in early November, through her retirement date.

Therefore, total time period where there would be overlap and Planning's budget would be funding both Rebecca Herrin, Assistant Planning Director, through vacation time and the new Assistant Planning Director, would be approximately 11 weeks.

The 11 week overlap will result in a Planning budget increase of approximately \$22,000 (includes wages and benefits). County Administrator has communicated to Planning that this increase in budget may be offset by Trindel leadership training funding in the amount of \$3,000 to \$5,000.

The completed critical staffing questionnaire, departmental organizational chart, and job descriptions are attached.

ATTACHMENTS

1. Critical staffing questionnaire
2. Departmental organizational chart
3. Job descriptions

QUESTIONS FOR STAFFING CRITICAL POSITIONS
CURRENTLY ALLOCATED FOR FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes – the Planning Department is an essential function that performs technical reviews of land use and permit applications, prepares statutorily required environmental documentation, and provides customer service in explaining County ordinances and regulations to the public.

2. Why is it critical that this position be filled at this time?

The Planning Department is staffed with three (3) positions – Director, Assistant Director, and Assistant/Associate/Senior Planner. The Department will not be able to serve the public adequately, in working with other County departments such as Building, to process permits without filling this position.

3. How long has this position been vacant?

Will be vacant as of December 31, 2021.

4. Can the department use other wages until the next budget cycle?

The Planning Department’s budget line item for wages in the FY 21/22 budget includes funds for this position.

5. What are staffing levels at other counties for similar departments and/or positions?

Generally speaking staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.

6. What core function will be impacted without filling the position prior to July 1st?

Core functions of the position include planning application processing and environmental reviews, which affects the public’s ability to receive approved permits and begin the construction process, which in turn affects the County’s economy.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

The negative fiscal impact on the County will be the compromised ability and likely inability in some aspects to process building and planning permit applications in a timely manner.

A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

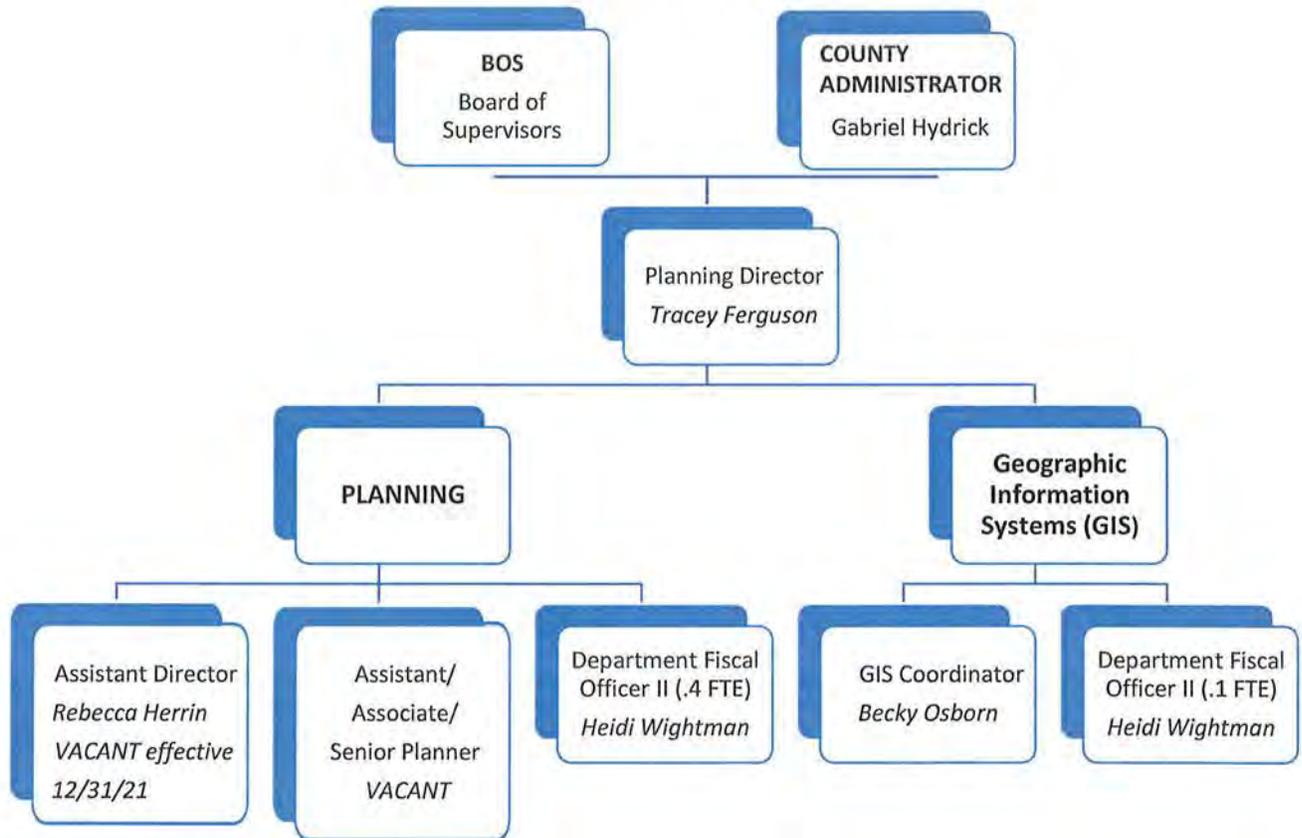
No.

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? Building and planning permit applications are and have been on the rise over the past two years. This trend is anticipated to continue into FY 21/22 and beyond. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.

10. Does the department have a reserve?

No.

**Planning Department
GIS Department
Organizational Chart**



ASSISTANT PLANNING DIRECTOR

DEFINITION

Under general direction, to perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the County Planning and Building Services with groups and organizations as delegated; perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; explains ordinances, resolutions, regulations and County policies to the public; manages and administers the assigned staff; provides administrative support for the Director of Planning and Building; acts for the Director of planning and Building in his/her absence or at his/her direction; performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position class for a mid level management position which assists the Director of Planning and Building in providing direction and supervision within the C Planning and Building Services. An incumbent may be assigned to represent the Director of Planning and Building on standing committees.

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REPORTS TO

Director of Planning and Building.

CLASSIFICATIONS DIRECTLY SUPERVISED

Senior Planner, Associate Planner, Assistant Planner, Geographic Information System Planner I & II, Planning Technician and Executive Assistant and other department staff as assigned.

ASSISTANT PLANNING DIRECTOR - 2

EXAMPLES OF DUTIES

- Manages and administers the submittal, review and permit processing functions.
- Assists the Director of Planning and Building in enforcement of codes, laws and regulations.
- Assists in recommending, developing and implementing goals, objectives and policies.
- Assists in hiring staff.
- Assists in supervising, evaluating and insuring proper training of staff in accordance with County Personnel Rules.
- Provides input to the Director of Planning and Building in the development and revision of County ordinances.
- Assists in the development and revision of fee schedules.
- Represents the Director of Planning and Building to special County committees and task forces as required.
- Represents the Director of Planning and Building with groups and organizations as delegated.
- Advises the Director of Planning and Building regarding all matters concerning the Planning Division.
- Fulfills all Planning Division responsibilities when the Director of Planning and Building is unavailable.
- Performs special assignments as directed.
- In the absence of the Director of Planning and Building and the Assistant Planning Director assumes responsibility for departmental operations.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

ASSISTANT PLANNING DIRECTOR - 3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Federal, State, and local laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Mapping methods and techniques.
- Contract preparation and administration.
- Budget development and administration.
- Principles of work coordination, lead direction, and training.

ABILITY TO:

- Perform a variety of the most complex planning studies and environmental reviews.
- Provide work direction, coordination, and training for other staff.
- Perform special assignments representing the Planning Department on committees as delegated.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Make effective written and oral presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning Department and County Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.
- Provide supervision and lead direction for other staff.

ASSISTANT PLANNING DIRECTOR - 4

TRAINING AND EXPERIENCE: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Four (4) years of responsible experience in public planning work equivalent to a Senior Planner with Plumas County.

SPECIAL REQUIREMENT:

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

4D



Keevin Allred
Chief Probation Officer

County of Plumas

Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



Phone: (530)283-6200
FAX: (530)283-6165

DATE: June 10, 2019
TO: Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer 
SUBJECT: Adopt a Resolution for Juvenile Justice Coordinating Council

Recommendation:

Adopt a resolution which: restates the following individuals to the Juvenile Justice Coordinating Council in accordance with Welfare & Institutions Code Section 749.22 (new or revised members): Chief Probation Officer; District Attorney; Board of Supervisors; Department of Social Services; Behavioral Health; County Schools; Community Members; Juvenile Court Judge; Health Department; Sheriff's Department; Public Defender.

Background and Discussion:

The Juvenile Justice Coordinating Council (JJCC) ("Council") continues Probation's ability to apply for the grant funding under the Juvenile Crime Enforcement and Accountability Challenge Grant Program, codified at Welfare & Institutions Code Sections 749.2 et. seq. under Welfare & Institutions Code Section 749.22 (WI 749.22). Council is required to, at minimum, have the following members: (1) The Chief Probation Officer, as Chair; (2) A representative from the district Attorney's Office; (3) A representative from the Public Defender's Office; (4) A representative from the Sheriff's Office; (5) A representative from the Board of Supervisors; (6) A representative from the Department of Social Services; (7) A representative from the Department of Mental Health; (8) A representative from a community-based drug and alcohol program; (9) A representative from a City Police Department; (10) A representative from the County Office of Education or School District; (11) An at-large community representative; and (12) Representative from non-profits community based organizations providing services to minors.



Kevin Allred
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



Phone: (530)283-6200
FAX: (530)283-6165

The recommended restatements meet the requirement of WI 749.22. The Council will meet in a public meeting on date to be determined to vote the recommended appointments from non-profit community based organizations providing services to minors.

Under WI 749.22, this Council is responsible for developing a comprehensive, multi-agency juvenile justice plan aimed at decreasing crime and delinquency among at-risk youth. In 2000, The State of California established the Juvenile Justice Crime Prevention Act Program ("JJCPA Program"). The JJCPA Program was created by the Crime Prevention Act of 2000 to provide a more stable state funding source for implementing a Juvenile Justice Plan ("Plan") developed by the Council. The Council is required to review annually the Plan and make modifications as necessary. As such, it is necessary for the Board to approve membership appointments to the Council. This will enable the Council to review the existing plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPOINTING MEMBERS TO THE JUVENILE JUSTICE COORDINATING COUNCIL
AND REPEALING RESOLUTION NO. 19-8425**

WHEREAS, in 1996, Senate Bill 1760 established the Juvenile Crime Enforcement and Accountability Challenge Grant Program (“Challenge Grant Program”) codified as Welfare & Institutions Code Sections 749.2 et seq.; and

WHEREAS, in order to be eligible to receive grants under the Challenge Grant Program, each county was required to establish a multi-agency Juvenile Justice Coordinating Council to develop a comprehensive, multi-agency juvenile justice plan (“Plan”); and

WHEREAS, Welfare & Institutions Code Section 749.22 identified the minimum membership for a Juvenile Justice Coordinating Council; and

WHEREAS, in 2000, the State of California established the Juvenile Justice Crime Prevention Act Program (“JJCPA Program”), codified at Government Code Section 30061, which is a state funding source for implementing a Plan developed by a local Juvenile Justice Coordinating Council; and

WHEREAS, Government Code Section 30061 (b)(4) requires the Plumas County Juvenile Coordinating Council to annually review and modify the Plan; and

WHEREAS, Government Code Section 30061 (b)(4) provides that the Plan shall be approved by the Board of Supervisors and submitted to the Board of State and Community Corrections; and

WHEREAS, by Resolution 19-8425, the Board of Supervisors appointed new members to the Plumas County Juvenile Justice Coordinating Council that met the requirements of Welfare & Institutions Code Section 749.22; and

WHEREAS, due to the fact that previous individuals appointed to the Plumas County Juvenile Justice Coordinating Council have had their memberships terminated by way of resignation or otherwise, it is necessary to appoint new members to the Plumas County Juvenile Justice Coordinating Council.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Plumas hereby:

- (a) Appoints the Chief Probation Officer, Keevin Allred as the Chair of the Plumas County Juvenile Justice Coordinating Council; and,
- (b) Authorizes appointed Chief Probation Officer to submit and/or to sign Plumas County's Application for Approval for the County's Comprehensive Multi-agency Juvenile Justice Plan and related contacts, amendments, or extensions with the State of California, as approved by the Board of Supervisors; and,
- (c) Identifies the following representatives as members of the Plumas County Juvenile Justice Coordinating Council:

- A representative from the District Attorney's Office
- A representative from the Board of Supervisors
- A representative from Dept. of Social Services
- A representative from Behavioral Health Dept.
- A representative from County Office of Education
- An at-large community representative
- The Juvenile Court Judge
- A representative from Public Health Department
- A representative from the Sheriff's Department
- A representative selected by the Plumas County contract public defender attorneys

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of the County of Plumas in a meeting thereof held on July, 6, 2021 by the following vote:

Ayes:

Noes:

Absent:

Signature: _____ Date: July 6, 2021

Typed Name and Title: Jeff Engel, Chair Board of Supervisors

ATTEST: Signature: _____ Date: July 6, 2021

Typed Name and Title: Heidi Putnam, Clerk of the Board



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY

4E1



Date: June 21, 2021

To: Honorable Board of Supervisors

From: Dana Loomis

CC: Nancy Selvage

Agenda: Item for July 6, 2021

Recommendation: Approve hiring of a vacant, funded, and allocated Extra-Help Assistant Cook in Quincy for the Senior Nutrition Program.

History/Background: As the Board is aware; Plumas County Public Health Agency receives funding from the Area Agency on Agency to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the congregate sites in Plumas County and delivery of meals to seniors who are homebound in Plumas County.

The Assistant Cook aids with cooking, packaging, serving, and cleaning at the site, but also filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.

A copy of the Critical Staffing Request and organizational charts are attached for your review.

Please contact me should you have any questions, or need additional information. Thank you.

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: July 6, 2021

DEPARTMENT TITLE: Senior Nutrition Services

BUDGET CODE(S) AND BREAKDOWN FOR REQUESTED POSITION:
20830, .625 FTE

POSITION TITLES: Assistant Cook

ARE POSITIONS CURRENTLY ALLOCATED? YES NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
_____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

This position is critical for the management of all aspect of the nutrition site operations.

This position is responsible for reporting the number of meals back to the Area Agency on Aging.

The Senior Services Division of the Plumas County Public Health Agency has had an Assistant Cook vacancy due to resignation effective March 2021.

- Can the department use other wages until the next budget cycle?

This position is budgeted and funded in the current year.

- What are staffing levels at other counties for similar departments and/or positions?

Counties vary in how Senior Nutrition services are delivered.

- What core function will be impacted without filling the position prior to July 1?

Duties not only include cooking, packaging, serving, and cleaning at the site, but also filling in as the Head Cook when necessary.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Any reductions to Senior Services impact older members of our communities far more than they would other county departments. Our current and potential budget reductions will not impact other county departments at this time.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

N/A.

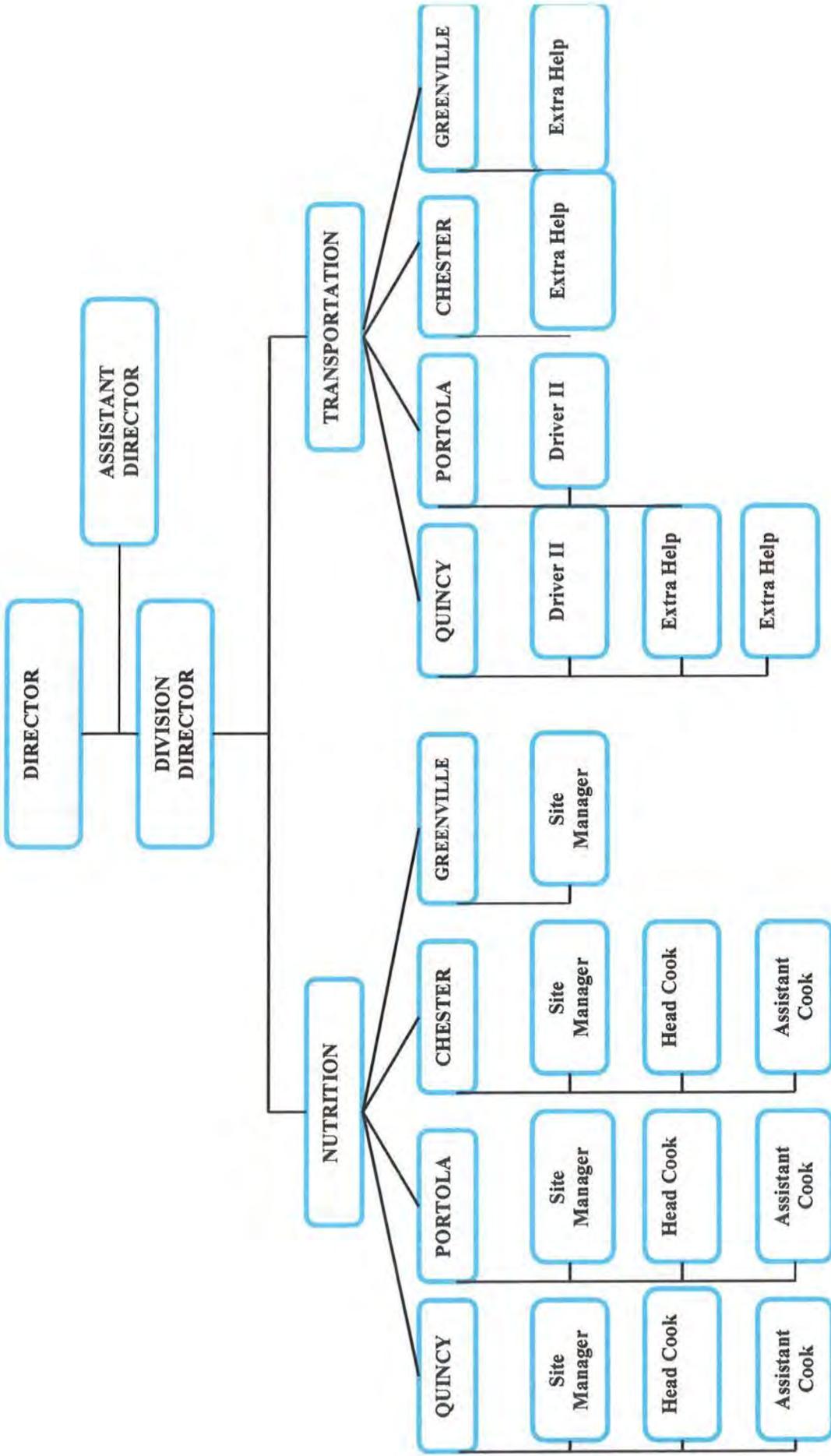
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

General fund support for this position has been approved in the FY 20-21 Budget.

Numerous community need assessments, feedback from the seniors who rely on these services and Board members' comments in numerous meetings indicate there is support and agreed upon need for these programs.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A



4E2



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Date: June 28, 2021
To: Honorable Board of Supervisors
From: Dana Loomis, Director
Cc: Nancy Selvage, Human Resources
Agenda: Item for July 6, 2021

Recommendation: Approve a request to recruit and hire a 1.00 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator due to resignations.

Background: As the Board is aware Plumas County Public Health Agency is required to provide a variety of state mandated services. The current vacancy has resulted in a serious shortage of available staff to meet essential services.

The Health Education Coordinator is responsible for organization, coordination, and implementation and conducts a variety of public Health Education programs and related health services, public information programs, health promotion, and prevention programs.

It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services.

Fiscal Impact: No county general funds are required since these positions are fully funded and budgeted through programs within the Public Health Agency.

A copy of the Critical Staffing Request and Organizational Chart is attached for your review.

Please contact me should you have any questions, or need additional information. Thank you.

- **Can the department use other wages until the next budget cycle?**

All positions are budgeted and funded in the current year.

- **What are staffing levels at other counties for similar departments and/or positions?**

There are many technical aspects to public health vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

- **What core function will be impacted without filling the position prior to July 1?**

The negative impacts to our agency will exacerbate as the vacancies continue.

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

Not filling the HEC/HE/COCS position will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families and children.

- **A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?**

No.

- **Does the budget reduction plan anticipate the elimination of any of the requested positions?**

No.

- **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

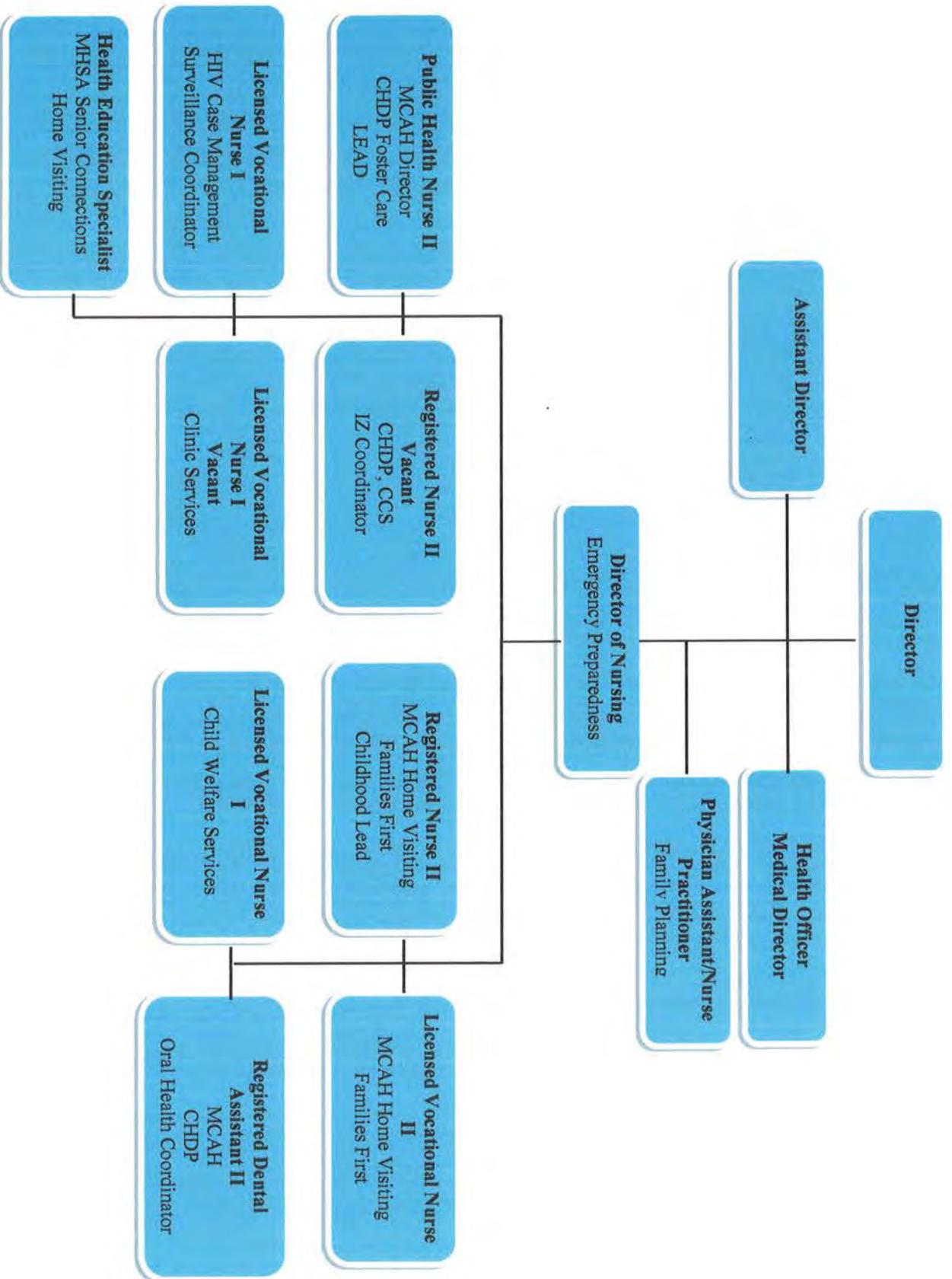
N/A. All positions requested are fully funded for the 21-22 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

- **Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?**

FY 17/18	Total Cash Reserves	\$ 575,661
FY 18/19	Total Cash Reserves	\$ 582,102
FY 19/20	Total Cash Reserves	\$1,410,133

PLUMAS COUNTY PUBLIC HEALTH AGENCY CLINIC & NURSING SERVICES DIVISION

3



4FI



TODD JOHNS
SHERIFF-CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

Memorandum

DATE: June 10, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting of July 6, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00178 between the Plumas County Sheriff's Office (PCSO) and Randy J Vernon, dba Grizzly Creek Electric Co. services provided by Grizzly Creek Electric Co. from January 1, 2021 to date of approval in the amount of \$9,999.

Background and Discussion:

Approve for payment, services provided by Grizzly Creek Electric Co, Inc from January 1, 2021 to date of approval of this agreement.

The term of this contract is 01/01/2021-12/31/2021. This purpose of this agreement is for Sheriff Sub Station Electrical work.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff’s Office (hereinafter referred to as “County”), and Randy J Vernon, A SOLE PROPRIETOR, doing business as GRIZZLY CREEK ELECTRIC CO. (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-Nine and No/100 Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from January 1, 2021 through December 31, 2021, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Grizzly Creek Electric Co. from January 1, 2021 to date of approval of this agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Amanda Meisenheimer

Contractor:

Grizzly Creek Electric Co.
P.O Box 412
Portola, Ca 96122
Attention: Randy J Vernon

- 23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

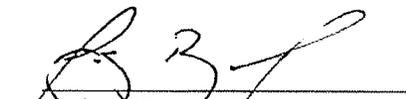
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Randy J Vernon dba Grizzly Creek Electric Co.

By: _____
Name: Randy J Vernon
Title: Owner/Operator
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/26/2021

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Todd Johns
Title: Sheriff-Coronoer
Date signed:

APPROVED AS TO CONTENT:

Name: Jeff Engel
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Heidi Putnam
Title: Clerk of the Board
Date signed:

EXHIBIT A

Scope of Work

1. Provide general electric contracting on an as-needed basis upon request of the County.
This includes, but is not limited to, the following:
 - a. Model and Repair for Commercial and Residential
 - b. Installation

EXHIBIT B

Fee Schedule

- 1. Labor shall be charged at \$75 per hour.
- 2. All materials are charges at cost.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

4F2

Memorandum

DATE: June 28, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Item for the meeting of July 6, 2021

Recommended Action:

Adopt Designation of Applicant's Agent Resolution for Non-State Agencies (CalOES Form 130).

Background and Discussion:

This Resolution identifies and establishes the Plumas County Authorized Agents to the Governor's Office of Emergency Services for all matters pertaining to state disaster assistance.

The previous Resolution was adopted March 21, 2017. The Resolution is only valid for three years and the previous one expired in March 2020.

Adopting this Resolution will allow Plumas County to continue to pursue reimbursements from the North Complex Fires, as well as future disasters during the next three years. At that time, a new Resolution will need to be completed.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
(Governing Body) (Name of Applicant)

THAT DIRECTOR OF EMERGENCY SERVICES, OR
(Title of Authorized Agent)

DIRECTOR OF PUBLIC WORKS, OR
(Title of Authorized Agent)

PLUMAS COUNTY AUDITOR-CONTROLLER
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the COUNTY OF PLUMAS, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the COUNTY OF PLUMAS, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 6TH day of JULY, 2021

Jeff Engel, Chair Plumas County Board of Supervisors
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, HEIDI PUTNAM, duly appointed and CLERK OF THE BOARD of
(Name) (Title)

COUNTY OF PLUMAS, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the BOARD OF SUPERVISORS of the COUNTY OF PLUMAS
(Governing Body) (Name of Applicant)

on the 6TH day of JULY, 2021.

CLERK OF THE BOARD

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a **minimum of three approving board members** need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES

FILE COPY

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
(Governing Body) (Name of Applicant)

THAT DIRECTOR OF EMERGENCY SERVICES, OR
(Title of Authorized Agent)

DIRECTOR OF PUBLIC WORKS, OR
(Title of Authorized Agent)

PLUMAS COUNTY AUDITOR
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the COUNTY OF PLUMAS, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the COUNTY OF PLUMAS, a public entity established under the laws of the State of
California, (Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 21ST day of MARCH, 20 17

Lori Simpson - Chair Plumas County Board of Supervisors
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

FILE COPY

expired 05/2020

CERTIFICATION

I, NANCY DEFORNO, duly appointed and CLERK OF THE BOARD of
(Name) (Title)
COUNTY OF PLUMAS, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the BOARD OF SUPERVISOR of the COUNTY OF PLUMAS
(Governing Body) (Name of Applicant)

on the 21ST day of MARCH, 20 17.

Nancy Deforno
(Signature)

Clerk of the Board
(Title)



COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the July 6th, 2021 meeting of the Plumas County Board of Supervisors

SUBJECT: AUTHORIZE ISSUANCE OF RFP FOR AMERICAN RESCUE PLAN ASSISTANCE

To: Honorable Board of Supervisors, Clerk of the Board, County Counsel

From: Gabriel Hydrick, County Administrator

Date: 6/24/2021

Strategic

Relevance: N/A

Background/Introduction:

On March 11, 2021, President Joe Biden signed into law a nearly \$1.9 trillion coronavirus relief bill (HR 1319; PL 117-2). Known as the **American Rescue Plan Act of 2021 (ARPA)**, the law represents the sixth COVID-19 recovery measure that Congress has passed since last March. In a major victory for California's counties, the final legislation includes robust, direct, and flexible federal COVID-19-related financial support to all counties. Pursuant to the bill, counties across America will receive a total of \$65.1 billion, with funds allocated based on population. According to preliminary estimates, California counties are projected to receive at least \$7.6 billion. View the full Act [here](#). Plumas County's anticipated allocation is **\$3,653,039.00** and the most current program eligibility requirements can be found [here](#).

On June 1, 2021, the Board provided direction to staff to **develop a RFP** for consultant services to assist staff in public outreach, gathering and filtering proposed uses of the ARPA funds, developing a recommendation for the board as well as administration and reporting of uses of the ARPA funds.

By way of update, the County Administrator and the Treasurer/Tax Collector have applied to the Treasury to receive the funds. The County is currently awaiting the disbursement of the funds, which will come directly from the Treasury and not have to pass through the state.

Additionally, the County Administrator continues to communicate with and receive proposed ideas for the use of funds from different community stakeholders and County departments. These will be given to the consultant once the contract is awarded. All proposals will be evaluated according to ARPA eligibility requirements and Board priorities.

Finding Analysis:

Staff finds that procuring consultant services for ARPA assistance to the County Administrator is still the preferable option and has fulfilled Board direction by preparing the attached RFP.

Recommended Actions:

Staff respectfully recommends the Board of Supervisors:

- Approve the RFP and authorize the County Administrator to disperse and manage the RFP process. A definitive scope of work and final contract with costs will be brought back to the Board for review and approval.

Or

- Provide staff different direction

Fiscal Impact:

The intent is to have ARPA funds cover all costs including administrative and programmatic costs.

Attachments:

Attachment 'A': RFP

COUNTY OF PLUMAS

REQUEST FOR PROPOSALS

FOR

**PROFESSIONAL GRANT MANAGEMENT &
ADMINISTRATION SERVICES**

**RFP Submittals Due By:
July 21, 2021**

AT 3:00 P.M.

**Office of the County Administrator
Gabriel Hydrick
520 Main Street, Rm. 309
Quincy, California 95971
gabrielhydrick@countyofplumas.com
(530) 283-6446**

INTRODUCTION

The intent of the Request for Proposals (“RFP”) is to seek qualified firms, individuals or consultants for the County of Plumas (“County”) to provide technical and logistical assistance to the County Administrator in public outreach, gathering and filtering proposed uses of ARPA funds from community stakeholders and County departments, developing a recommendation for the Board as well as programmatic administration and meeting ARPA reporting requirements.

BACKGROUND

Plumas County is located near the northeast corner of California, where the Sierra and the Cascade mountains meet. The Feather River, with its several forks, flows through the County. Quincy, the unincorporated county seat, is about 80 miles northeast from Oroville, California, and about 85 miles from Lake Tahoe and Reno, Nevada. State highways 70 and 89 traverse the county.

The population of Plumas County is just under 20,000, and the Quincy area population is about 4,217. The population of the county has grown quite slowly, and with U.S. National Forests covering over approximately 80% of its area, the county has been able to maintain the lifestyle, which is so attractive to its residents and visitors.

The county boasts more than 100 lakes and 1,000 miles of rivers and streams with over a million acres of national forest. With only nine people per square mile, this rural, four seasons mountain retreat offers beauty, solitude, and clean air, making it the ideal spot for a quiet vacation.

SCOPE OF WORK

The County of Plumas seeks qualified firms, individuals or contractors that have expertise in and services for:

- Public outreach
- Grant management
- Grant programmatic administration
- Grant reporting
- Analysis of eligible projects, Treasury rules and Board priorities

Tasks and responsibilities of the selected consultant may include:

- Explaining complex topics to others who may be unfamiliar in the subject matter;
- Presenting and receiving information in a public setting. Consultant should plan for three (3) in person meetings for community outreach in the communities of Chester, Quincy and Portola and one (1) meeting with the Board of Supervisors.

- Develop a timeline that includes public & County department outreach, project evaluation, developing a recommendation to the Board, Treasury reporting;
- Help engage the public through websites, live-feed public meetings and hearings, development of press releases and presentations, electronic surveys and other outreach opportunities as required;
- Log public outreach documents and maintain records according to legal requirements and best practices;
- Be a consensus builder and promote common goals;
- Be open to all eligible proposals and promote public engagement and feedback;
- Be familiar with ARPA project eligibility rules;
- Be receptive to feedback and work effectively with the County Administrator and public;
- Other tasks requested by the County team that relate to grant administration and management general practices;

REQUIRED PROPOSAL INFORMATION

Technical and Cost Proposal

1. **Cover Letter:** This letter should introduce your firm and team and should be limited to two (2) pages.
2. **Statement of Qualifications:** Include a statement of your firm's qualifications to perform the work consistent with general grant assistance, management and administration practices. The statement should include information describing at least one (1) similar project of a similar size and complexity finished within the past five (5) years. Provide contact information, email and telephone numbers, for each project. This material should be limited to three (3) pages.
3. **Organization and Staffing:** Provide brief narratives, background and educational experience, of consultant team members. Provide staff contact information and specify the main lead contact for the consultant team. Two (2) page maximum length.
4. **Scope of Work:** Provide a scope of work that describes task-by-task how you plan to accomplish the required work. Said scope should include tasks for review of work products by County staff. Effort should be made to keep the length of this section to under three (3) pages.
5. **Person Hours by Task:** Provide a table that shows your planned person hours by classification and task for all work you plan to perform.
6. **Project Schedule:** Provide a timeline that shows the planned starting time and duration of each task in your scope of work.

7. **Cost of Services:** Provide a table that shows your firm's estimated cost for the services, listed by task.
8. **Hourly Rates by Classification:** Provide a listing of your firm's hourly rates by classification, as well as any other cost factors which you would need to price extra work. If a flat rate is proposed, please indicate the amount.

PROPOSAL EVALUATION CRITERIA

The County of Plumas intends to evaluate and rank the technical proposals received by utilizing the following criteria:

<u>Criteria</u>	<u>Points</u>
Qualifications of the Firm: Based on experience and projects similar to this project	15
References: Based on quality of references	10
Staffing: Based on background and experience of proposed staffing on similar projects with the proposing firm	15
Schedule: Based on thoroughness and reasonableness of the proposed schedule	20
Scope of Work: Based on the understanding of work, approach, methods, procedures, etc.	40

The proposal submitted by each firm will be ranked by County staff using the evaluation method described above. The highest ranked firm(s) may be interviewed by an evaluation team consisting of the County team, in full or in part. The technical ranking may be adjusted subsequent to the completion of the interview(s).

The final evaluation and ranking of the proposals will consider the scores from the technical review and interviews, with the final selection being based upon qualification, experience, resources, understanding of the County's requirements, approach, methods and procedures, and schedule. The highest ranked firm will be selected to negotiate an Agreement utilizing the submitted cost proposal as a starting point. Please see the County's Standard Services Agreement as Attachment 1.

The County is not bound to select any of the firms submitting proposals, may waive any irregularities in proposals and their submittal which may be advantageous to the County, and is not liable for any costs of preparation and submittal of proposals, including any presentations made to the County.

GENERAL INFORMATION

- Contract shall be for no more than one (1) year.
- Interested respondents may obtain a copy of this solicitation by contacting the County Administrator (see contact info on cover page)

- The County reserves the right to reject any and all submittals.
- The Consultant shall provide the County with any exceptions, additions, or suggestions that will aide in the selection process.
- The proposal and this RFP shall jointly become part of the Agreement for Professional Services for this project when said agreement is fully executed by the Consultant and County.
- Consultant is obligated to provide evidence of insurance.
- Subcontractors/subconsultants (subcontractors): The Proposer may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by the Proposer, Proposer is representing to County that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the Proposer shall not award work to any unlisted subcontractor without prior written approval of the County. The proposer shall be fully responsible to the County for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the County.

- A term of the Agreement will be that the individual directly responsible for Consultant's overall performance of the work will be so designated in the Agreement and that person will serve as principal liaison between County and Consultant, and attend all community meetings and all Board of Supervisors' meetings related to the redistricting process. This person shall be identified ahead of time and designated in the Agreement, and no other individual may be substituted without the prior written approval of the County Administrator or the County Administrator's designee.

RFP SCHEDULE

The following is the County's tentative schedule for selection of the Consultant:

1.	Issuance of RFP:	July 7, 2021
2.	Deadline for RFP Submittal:	July 21, 2021 at 3:00pm
3.	RFP Opening:	July 21, 2021 at 3:30pm
4.	Review of Qualifications:	July 21-23, 2021
5.	Award of Agreement:	August 3, 2021 (tentative)

SUBMITTAL

Two (2) printed copies and one (1) emailed digital copy of the proposal must be received by 3:00 p.m. on July 21, 2021 at:

County of Plumas, Office of the County Administrator
Attn: Gabriel Hydrick
520 Main St., Rm. 309, Quincy CA 95971
gabrielhydrick@countyofplumas.com

Please clearly mark the envelope and email subject line as follows:

RFP – PROFESSIONAL GRANT MANAGEMENT & ADMINISTRATION SERVICES

SERVICES AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Administrator (hereinafter referred to as "County"), and [INSERT], a California Corporation hereinafter referred to as "Contractor" or "[INSERT]".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed [INSERT\$].
3. Term. The term of this Agreement shall be from [INSERTDATE] through [INSERTDATE], unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and

Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. 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.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this Agreement.
15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Gabriel Hydrick
County Administrator
County of Plumas
520 Main St., Rm. 309
Quincy, CA 95971
Attention: [INSERT]

Contractor:

22. [INSERT]
[INSERT]

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the July 6, 2021 meeting of the Plumas County Board of Supervisors

Subject: Extra Help- Budget Data Entry and Assistance
To: Honorable Board of Supervisors, Clerk of the Board, County Counsel
From: Gabriel Hydrick, County Administrator
Date: 7/6/2021

Background/Introduction:

With the exception of the last couple of years, budget data entry and budget support was provided to the Auditor's office using a consultant, which took hundreds of hours. The Auditor's office did the data entry the last two years as the budget process transitions to the Budget Officer, who is the County Administrator. Budget data entry, assistance, review and follow up with departments is intensely time consuming and the Budget Officer/County Administrator can use some temporary assistance, especially when the County is in its third summer of implementing its bookkeeping and accounting software, Munis, and staff is becoming familiar and trained with it.

Extra Help has been budgeted in the FY 21/22 Recommended Budget in the County Administrator's budget for budget assistance July through September. To keep wages in alignment and after discussion with Human Resources, the County Administrator plans to fly the PT position, a blend between and Administrative Assistant and Fiscal Officer I, for \$16-18/hour depending upon experience. The incumbent will have to know and be familiar with Munis, this is not an opportunity for Munis training.

This position is anticipated to be in place for no longer than 90 days.

Finding Analysis:

The County Administrator does not have direct budgetary assistance and Munis is in its third year of installment with staff only partially trained and familiar with the program. Additionally, the hours required to enter budget data, run reports, review, modify and follow up with departments is intensely time consuming and such support can be used by the County Administrator/Budget Officer.

Bringing on Extra Help is a cost effective alternative to the County's past budget development practices.

Recommended Actions:

Staff asks the Board to:

- Authorize the County Administrator to recruit PT Extra Help position for budget data entry and assistance for July through September for the development of the 2021/22 FY Final Budget. Funding is included in the 2021/22 Recommended Budget.

Or

- Provide different direction to staff

Fiscal Impact:

\$4,500 has been budgeted in Other Wages within the County Administrator's budget.

Attachments:

Attachment 'A'- County Policy, Rule 13 Appointments

(1) **Extra Help Appointment:** Shall be made by the appointing authority only when the Board has budgeted for extra help positions in a department or when a vacancy occurs but no eligible list exists and workload justifies the need for extra help until an eligible list can be established. No such appointment, within a fiscal year, shall be effective longer than a period of thirty calendar days to establish an eligible list or ninety calendar days when the Board has budgeted other wages for special projects. If an eligible list cannot be established within the thirty calendar days, and extra help is still needed or a department requires extra help to work for more than the ninety calendar days, the appointing authority shall request the Board's authorization to extend the extra help appointment.

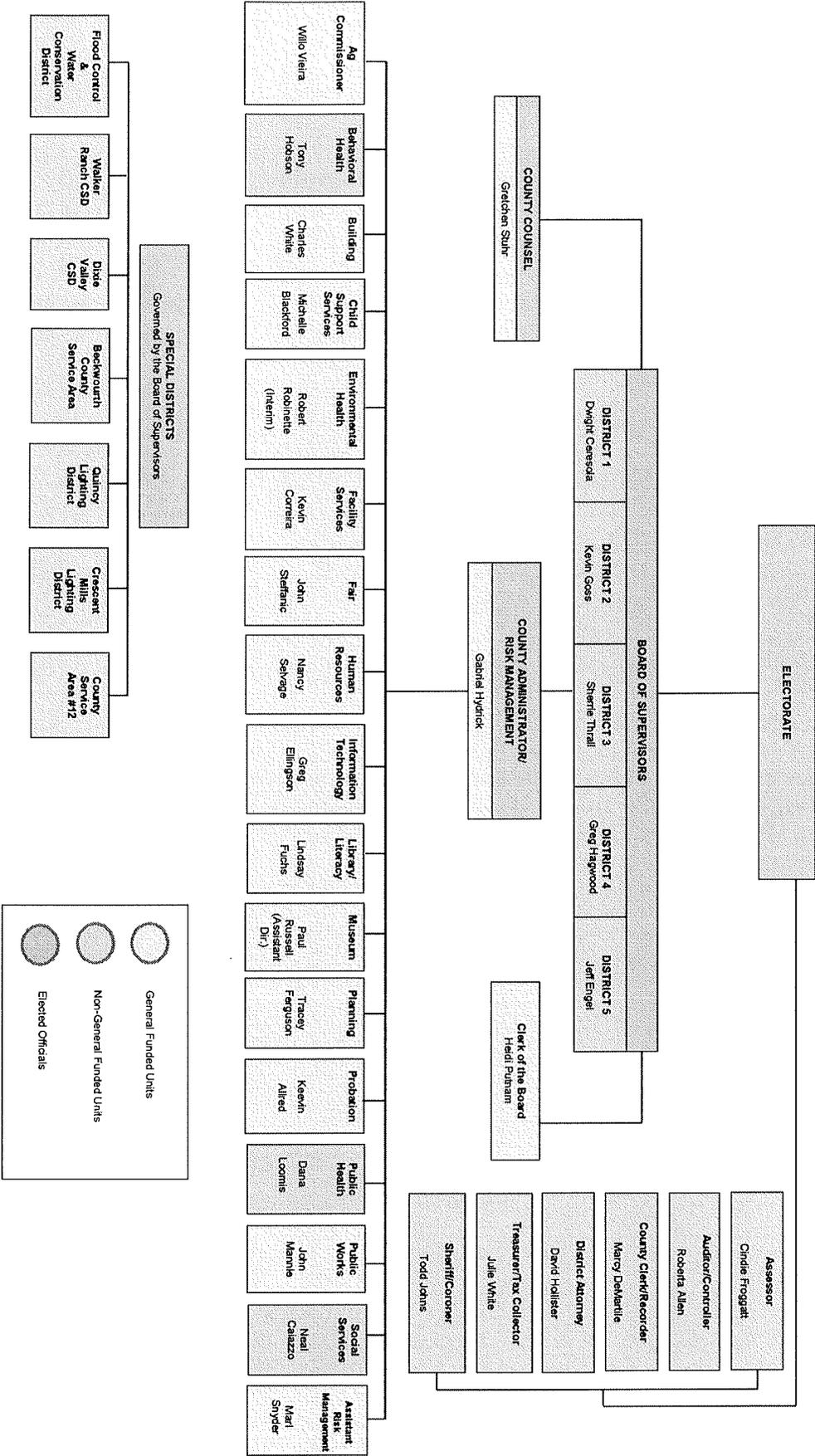
(2) **Temporary Appointment:** Shall be made from an eligible list by an appointing authority when the Board has expressly authorized that a position be filled on a temporary basis.

For purposes of this rule, "temporary basis" means seasonal employment or a continuous period of employment not exceeding one year unless extended by the Board beyond one year. Prior to the one-year limit, the appointing authority shall request reauthorization from the Board on whether the position should continue to be filled on a temporary basis, whether it should be filled by probationary appointment, or whether the position should be eliminated.

A temporary employee shall not be entitled to the privileges and benefits of permanent appointment under these rules, and may be terminated without cause; provided that none of the above shall limit the Human Resources Director and County Counsel, upon request of the appointing authority and approval of the Board, in designing an employment contract for a specified term so as to grant to a full-time temporary employee any or all of the benefits allowed to permanent employees under these rules.

Attachment 'B'- Org Chart

PLUMAS COUNTY ORGANIZATIONAL CHART



Updated: 03/19/2021

5A

PLUMAS COUNTY ELECTED DEPARTMENT HEADS

Assessor: Cynthia Froggatt

Auditor: Roberta Allen

Clerk Recorder: Marcy DeMartile

District Attorney: David Hollister

Sheriff-Coroner: Todd Johns

Treasurer Tax Collector: Julie White

Date: 6 July 2021
To: The Honorable Board of Supervisors
From: Plumas County Elected Department Heads
Re: Elected Department Heads Compensation

It is Recommended: The Board adopt and waive the first reading of the attached, proposed Ordinance.

Background and Discussion:

Plumas County's six Elected Department Heads request the Board, by Ordinance, set their respective salaries consistent with the average salary of like officials in ten comparable counties as well as set a cost of living adjustment consistent with that received by Plumas County's Board of Supervisors.

Plumas County has six Elected Department Heads (Assessor, Auditor, Clerk-Recorder, District Attorney, Sheriff and Treasurer), each holding an exceptionally important role in providing services to the citizens of Plumas County. The Elected Department Heads carry the same responsibilities as appointed department heads but have additional direct and independent responsibilities to the citizens. These additional duties have been deemed so important by the California Constitution and Plumas County Board of Supervisors these positions are required to be elected.

With a minor exception, compensation for the Elected Department Heads has remained unchanged for nearly fifteen years. Unlike appointed department heads, and in addition to a stagnated salary, Elected Department Heads do not receive vacation, sick leave, merit increases (which equate to a 20% increase over 5 years) or compensation time. Additionally, the six Elected Department Heads are the only six Plumas County employees who do not receive a cost of living adjustment (COLA).

When set nearly fifteen years ago, the positions of the Elected Department Heads were valued in such a way they were among the highest paid employees in Plumas County. This approach has changed, without discussion, over the last decade so appointed department heads are now paid at a greater rate than Elected Department Heads. In addition to the pay disparity relative to appointed department heads, Plumas County's Elected Department Heads are now the lowest paid among comparable counties in the state of California. Plumas County has traditionally used an analysis based on the average salary of the ten comparable counties (previously established as Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lassen, San Benito, Tehama, and Tuolumne) in setting compensation and continues to use that approach in many instances. Plumas County's elected department heads have even fallen behind the neighboring "micro" county of Sierra (providing a salary to their Sheriff and District Attorney \$40,000 more than Plumas County despite having a fraction of the caseload and responsibilities).

Historically, and specifically through the 1990s and 2000s, the compensation for the Elected Department Heads was reviewed and reset on a regular basis. This practice stopped, without notice or discussion, in 2007 when the compensation for the Elected Department Heads was last set. Numerous efforts have been undertaken to address this disparity, with the most recent efforts occurring in 2017.

On June 13, 2017, the issue of compensation for Elected Department Heads was before the Board of Supervisors. The request was supported with a survey of Plumas County Elected Department Heads relative to similar positions in the ten comparable counties. The survey indicated four of Plumas County's six Elected Department Heads were lower than any salary in the survey (all Plumas County Elected Department Heads are now the lowest in the survey). During this 2017 hearing, the Board agreed 10 years (now nearly 15) since the last salary review was too long and adopted an Ordinance (by a 4-1 vote) adjusting the Elected Department Heads salary to that of the ten comparable county average. After the vote and departure of many of the Elected Department Heads, it was decided by the matter had not been appropriately agendaized and the vote was rescinded. The matter was reheard on July 11, 2017, though this time the Board opted to take no action. At the August 8, 2017 Board meeting, the Board requested the Elected Department Heads to provide options to the Board to bring their compensation in line with the ten comparable counties with a staggered approach. The logic was the

Elected Department Heads compensation had fallen so far behind the ten comparable counties addressing the disparity all at once may be difficult. The Elected Department Heads provided the Board with three options at the Board's August 22, 2017 meeting. Again, and despite the Board's earlier votes and direction, no action was taken.

Attached, please find:

- 1) A "clean" copy of the proposed Ordinance;
- 2) A "red lined" copy of the current and proposed Ordinance;
- 3) The current survey with the 10 comparable counties;
- 4) Plumas County's pay schedule for appointed department heads;
- 5) The May 2017 survey with the 10 comparable counties; and
- 6) A September 22, 2017 Op-Ed from Plumas News

Compliance with Board Policy adopted 17 April 2007

Initial Statement of Reason

- a. The initial statement of reason and factual basis is included above.
- b. Relied upon documents, specifically the current and 2017 ten county comparison is attached and referenced above.
- c. For purposes of beginning this discussion, there are no reasonable, objective alternatives used by the county in setting compensation other than the ten county comparison attached.
- d. The proposed amendment to this Ordinance would not detrimentally impact small businesses.
- e. The proposed amendment to this Ordinance will not have an adverse economic impact on businesses.
- f. A copy of the proposed amendments to the existing Ordinance with "strikeout" has been provided, as has a "clean" proposed copy.

Cost Estimates

- a. Cost of the amended Ordinance is included in the proposed Ordinance.
- b. There is no impact on housing costs other than Plumas County's Elected Officials may be in a better position to afford local housing upon achieving parity with the ten comparable counties and Plumas County appointed department heads.
- c. There is no impact on businesses.

- d. There is no affect to small businesses.
- e. There is no cost impact or saving on private persons or businesses.
- f. There is no cost or savings in state or federal funding to Plumas County.
- g. There is no cost or savings to local agencies such as the school district.
- h. The increase in compensation costs will be borne by the relevant department budget and/or general fund. Some of the departments impacted provide savings to the county through the cost plan.

Determination of Mandate

- a. Under Article XI, Section 1 of the California Constitution it is the responsibility of the Board of Supervisors to prescribe by Ordinance the compensation of Plumas County's Elected Department Heads. No law has ever held the setting of compensation is legal when done in an arbitrary or capricious manner. The duty to appropriately and fairly set compensation for Plumas County's Elected Department Heads is also found, by reference, in Section 927 of the Penal Code and Section 2-5.208 of the Plumas County Code. Until 2007, the Plumas County Board of Supervisors regularly adjusted the compensation for these six elected officials.
- b. See (a) above concerning the need of this amendment.
- c. Chapter 5, Article 2 of the Plumas County Code (Salaries: Elected Officials) has not been amended, in full, since 2007. This lack of action has caused the compensation for the Elected Department Heads (Officials) to regress to the bottom of the ten comparable counties and the state. This disparity is also found when comparing Elected Department Heads with Appointed Department Heads. The failure to provide amend Chapter 5, Article 2 of the Plumas County Code to provide compensation to the Elected Department Heads in a fair and objective manner has, and will, create an inability to recruit, hire and retain qualified professionals in Plumas County's most important governmental positions.

Plumas County's Elected Department Heads are seeking compensation which is fair, transparent, objective and reasonably aligned with other similar positions in this county and comparable counties. Thank you for your consideration.

** has additional pay for Coroner position
Calaveras \$63,689.60
Inyo \$25,476.00

*** the Auditor wishes to exclude Tuolumne, San Benito and Glenn counties due to additional duties)

**** Tuolumne is excluded from the Assessor's calculations

County of Plumas
Pay Schedule

Effective as of 12/15/2020 per Resolution Nos. 2020-8544 and 2020-8547
Revised as of 02/16/2021 per Resolution No. 2021-8564 and adopted by the Board as of 03/16/2021 per Resolution No. 2021-8572

DEPARTMENT HEADS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
AG COMM/SEALER OF WTS & MEAS	\$40.58	\$0.00	\$0.00	\$0.00	\$0.00	\$42.61	\$44.75	\$46.99	\$49.34	\$51.81
ALCOHOL & DRUG ADMINISTRATOR	\$36.06	\$37.87	\$39.77	\$41.76	\$43.85	\$46.05	\$48.36	\$50.78	\$53.32	\$55.99
BEHAVIORAL HEALTH DIRECTOR	\$53.39	\$56.06	\$58.87	\$61.81	\$64.90	\$68.15	\$71.56	\$75.14	\$78.90	\$82.85
CHIEF PROBATION OFFICER	\$42.42	\$44.55	\$46.78	\$49.12	\$51.58	\$54.16	\$56.87	\$59.72	\$62.71	\$65.85
COUNTY ADMINISTRATOR	\$47.97	\$0.00	\$0.00	\$0.00	\$0.00	\$50.37	\$52.89	\$55.54	\$58.32	\$61.24
COUNTY COUNSEL	\$66.43	\$69.76	\$73.25	\$76.92	\$80.77	\$84.81	\$89.05	\$93.50	\$98.18	\$103.08
COUNTY FAIR MANAGER	\$31.41	\$0.00	\$0.00	\$0.00	\$0.00	\$32.98	\$34.63	\$36.36	\$38.18	\$40.09
COUNTY LIBRARIAN	\$31.21	\$0.00	\$0.00	\$0.00	\$0.00	\$32.77	\$34.40	\$36.12	\$37.93	\$39.83
DIRECTOR OF BUILDING SERVICES	\$43.28	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$47.71	\$50.10	\$52.60	\$55.23
DIRECTOR OF CHILD SUPPORT SVCS	\$32.26	\$0.00	\$0.00	\$0.00	\$0.00	\$33.84	\$35.53	\$37.31	\$39.19	\$41.00
DIRECTOR OF FACILITY SERVICES	\$39.42	\$0.00	\$0.00	\$0.00	\$0.00	\$41.40	\$43.47	\$45.65	\$47.94	\$50.34
DIRECTOR OF INFO TECHNOLOGIES	\$38.19	\$40.10	\$42.11	\$44.22	\$46.44	\$48.77	\$51.21	\$53.78	\$56.47	\$59.30
DIRECTOR OF PUBLIC HEALTH	\$53.39	\$56.06	\$58.87	\$61.81	\$64.90	\$68.15	\$71.56	\$75.14	\$78.90	\$82.85
DIRECTOR OF PUBLIC WORKS	\$52.16	\$0.00	\$0.00	\$0.00	\$0.00	\$54.78	\$57.52	\$60.40	\$63.42	\$66.60
ENVIRONMENTAL HEALTH DIRECTOR	\$39.76	\$0.00	\$0.00	\$0.00	\$0.00	\$41.75	\$43.84	\$46.04	\$48.35	\$50.77
HUMAN RESOURCES DIRECTOR	\$24.89	\$46.54	\$38.47	\$40.39	\$42.41	\$44.53	\$46.76	\$49.10	\$51.55	\$54.13
MUSEUM DIRECTOR	\$21.59	\$22.67	\$23.81	\$25.01	\$26.27	\$27.59	\$28.97	\$30.42	\$31.95	\$33.55
PLANNING DIRECTOR	\$50.46	\$0.00	\$0.00	\$0.00	\$0.00	\$53.01	\$55.67	\$58.46	\$61.39	\$64.46
SOCIAL SERV DIR/PUB GUARD/PC	\$40.46	\$0.00	\$0.00	\$0.00	\$0.00	\$42.49	\$44.62	\$46.86	\$49.21	\$51.68

Elected Dept Heads

Assessor 35.96
 Auditor 37-12
 Clerk Recorder 35.96
 District Attorney 48.43
 Sheriff 45.77
 Treasurer 35.96

Elected Officials Annual Base Pay
Ten County Wage Survey

Elected Officials Annual Base Rate of Pay

	Assessor	Auditor	Clerk Recorder	District Attorney	Sheriff - Coroner	Treasurer Tax Collector
Amador as of 07/01/2017	\$ 105,168.00	\$110,496.00	\$ 98,256.00	\$ 133,752.00	\$ 128,124.00	\$ 102,828.00
Calaveras	\$ 107,556.80	\$ 107,556.80	\$ 107,556.80	\$ 154,107.20	\$ 140,691.20	\$ 107,556.80
Colusa	\$ 116,760.00	\$ 122,688.00	\$ 108,408.00	\$ 156,416.00	\$ 140,772.00	\$ 95,472.00
Del Norte	\$ 81,645.20	\$ 80,905.24	\$ 80,215.20	\$ 104,977.60	\$ 90,764.18	\$ 79,372.28
Glenn		**		\$ 93,329.60	\$ 91,457.60	**
Inyo	\$ 107,208.00	\$ 107,208.00	\$ 97,464.00	\$ 141,502.40	\$ 133,584.00	\$ 97,464.00
Lassen as of 8/13/2017	\$ 83,664.00	\$ 83,664.00	\$ 83,664.00	\$ 101,193.66	\$ 79,800.00	\$ 83,664.00
San Benito	\$ 118,838.10			\$ 153,608.00	\$ 196,580.80	\$ 118,289.60
Tehama	\$ 112,251.00	\$ 115,053.00	\$ 101,820.00	\$ 141,939.20	\$ 132,640.00	\$ 106,906.00
Tuolumne	\$ 126,235.20			\$ 144,435.20	\$ 139,484.80	\$ 126,235.20
Total	\$ 959,326.30	\$727,571.04	\$ 677,384.00	\$ 1,325,260.86	\$ 1,273,898.58	\$ 917,787.88
Average	\$ 106,591.81	\$ 103,938.72	\$ 96,769.14	\$ 132,526.09	\$ 127,389.86	\$ 101,976.43
Plumas Current Base Rate	\$ 74,784.00	\$ 77,208.00	\$ 74,784.00	\$ 95,724.00	\$ 95,208.00	\$ 74,784.00
Base rate with stipend			83,812.92			84,003.72

132,526.09
6,769.14
139,107.89
95,724.00
95,208.00
74,784.00
83,812.92

Amador County wages are effective 07/01/2017
Lassen County Wages are effective 08/13/2017

Prepared: May 2017
Human Resources

Over the past few months, the six elected officials have tried to rectify the disparity, and provided the supervisors with a 10-county comparison of their positions and base pay. It's the same 10-county comparison that has been used for years. One could argue that the comparison is like comparing apples with oranges, but it has been the county's barometer.

The comparison suggested that all of the officials need raises to be brought in line with their counterparts, but some would need as much as a 42 percent increase. With the supervisors trying to overcome a \$4.2 million budget shortfall, it appears to be an ill-advised time for pay increases — especially those of that magnitude. But we like the suggestion made by Supervisor Mike Sanchez to grant a 10 percent increase. "It's a start," he said. He didn't say how he arrived at 10 percent, but it's close to a number that a former supervisor arrived at after carefully studying the issue from afar. He looked at cost-of-living adjustments based on the California Price Index and those used by Social Security, and arrived at a similar percentage.

During the Sept. 5 meeting when Sanchez suggested the 10 percent increase, only Board Chairman Lori Simpson supported his motion. Supervisor Sherrie Thrall voted no; Kevin Goss was absent; and Jeff Engel had already walked out of the meeting, objecting to any discussion of pay increases or new hires.

Thrall voted against the pay increase because she said that elected officials know what the pay is when they file papers to run for office. She said that any discussion of base pay hikes should happen before an election. Well, then that time is now. Candidates can begin collecting in-lieu signatures for the June 5 election on Dec. 29, and the county clerk must put out notices well in advance of that date. Of note: in addition to the six elected officials who will be up for re-election, so will Supervisors Engel and Thrall.

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We also find it interesting that the supervisors have balked at giving these officials — all long-time county residents and employees — a 10 percent pay raise when they gave Behavioral Health Director Bob Brunson a 30 percent pay increase after he had been in the county only 6 months — especially since he made it clear to the board that he was only going to be in the county a short time and was looking toward his retirement. Supervisor Thrall, during the Sept. 5 meeting, suggested that some of the six elected officials were merely trying to spike their retirements. Yes, behavioral health dollars come from a different pool of money, not the county's general fund, but it is still taxpayer money.

We think a pay increase is warranted. While living in Plumas County brings a definite quality of life advantage, it's naïve to think that we might not be at risk of losing some of our most competent officials because of pay. We encourage the supervisors to seriously evaluate the situation and quickly. If they won't do it now, then it must be done before the next election cycle, and the countdown is about to begin.

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ORDINANCE NO. 2021-_____
AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5
OF TITLE 2 OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Section 2-5.201 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.201 Assessor

The annual salary of the Assessor shall be **One Hundred Nine Thousand Four Hundred Twenty-seven and 78/100 (\$109,427.78) Dollars** effective **August 14, 2021**.

SECTION 2. Section 2-5.202 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.202 Auditor-Controller

The annual salary of the Auditor-Controller shall be **One Hundred Eleven Thousand One Hundred Eighty-eight and 29/100 (\$111,188.29) Dollars** effective **August 14, 2021**.

SECTION 3. Section 2-5.203 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.203 County Clerk-Recorder

The annual salary of the County Clerk-Recorder shall be **One Hundred One Thousand Six Hundred Fifty-Four and 89/100s (\$101,654.89) Dollars** effective **August 14, 2021**.

SECTION 4. Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.204 District Attorney-Public Administrator

The annual salary of the District Attorney-Public Administrator shall be **One Hundred Forty-Seven Thousand Seven Hundred Forty-Five and 52/100 (\$147,745.52) Dollars** effective **August 14, 2021**.

SECTION 5. Section 2-5.205 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is repealed in its entirety.

SECTION 6. Section 2-5.206 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.206 Sheriff-Coroner

The annual salary of the Sheriff-Coroner shall be **One Hundred Forty-One Thousand Seven Hundred Ninety-Six and 78/100 (\$141,796.78) Dollars** effective **August 14, 2021**.

SECTION 7. Section 2-5.207 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.207 Treasurer-Tax Collector

The annual salary of the Treasurer-Tax Collector shall be **One Hundred Eleven Thousand Two Hundred Ninety-One and 93/100 (\$111,291.93) Dollars** effective **August 14, 2021**.

SECTION 8. Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.208 Benefits for Elected Officials

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution. **The salary for each Elected Official shall be adjusted on**

the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the "April to April" comparison.

SECTION 9. Section 2-5.210 Operative date: Effective date: Publication: Codification

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 9 of this Ordinance shall be codified; the remainder shall be un-codified.

Introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2021 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board

ORDINANCE NO. 2021-_____
AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5
OF TITLE 2 OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Section 2-5.201 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.201 Assessor

The annual salary of the Assessor shall be ~~Seventy-Four Thousand Seven Hundred Ninety-Four and 38/100ths (\$74,794.38) Dollars as of September 2, 2007.~~ **One Hundred Nine Thousand Four Hundred Twenty-seven and 78/100 (\$109,427.78) Dollars effective August 14, 2021.**

SECTION 2. Section 2-5.202 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.202 Auditor-Controller

The annual salary of the Auditor-Controller shall be ~~Seventy-Seven Thousand Two Hundred Fourteen and 71/100ths (\$77,214.71) Dollars as of September 2, 2007.~~ **One Hundred Eleven Thousand One Hundred Eighty-eight and 29/100 (\$111,188.29) Dollars effective August 14, 2021.**

SECTION 3. Section 2-5.203 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.203 County Clerk-Recorder

The annual salary of the County Clerk-Recorder shall be ~~Seventy-Four Thousand Seven Hundred Ninety-Four and 38/100ths (\$74,794.38) Dollars as of September 2, 2007.~~ **One Hundred One Thousand Six Hundred Fifty-Four and 89/100s (\$101,654.89) Dollars effective August 14, 2021.**

SECTION 4. Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.204 District Attorney-Public Administrator

The annual salary of the District Attorney-Public Administrator shall be ~~One Hundred Thousand Seven Hundred Thirty-One and 96/100ths (\$100,731.96) Dollars.~~ **One Hundred Forty-Seven Thousand Seven Hundred Forty-Five and 52/100 (\$147,745.52) Dollars effective August 14, 2021.**

SECTION 5. Section 2-5.205 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is repealed in its entirety.

SECTION 6. Section 2-5.206 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.206 Sheriff-Coroner

The annual salary of the Sheriff-Coroner shall be ~~Ninety-Five Thousand Two Hundred Ten and 75/100ths (\$95,210.75) Dollars as of September 2, 2007.~~ **One Hundred Forty-One Thousand Seven Hundred Ninety-Six and 78/100 (\$141,796.78) Dollars effective August 14, 2021.**

SECTION 7. Section 2-5.207 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.207 Treasurer-Tax Collector

The annual salary of the Treasurer-Tax Collector shall be ~~Seventy-Four Thousand Seven Hundred Ninety-Four and 38/100ths (\$74,794.38) Dollars as of September 2, 2007.~~ **One Hundred Eleven Thousand Two Hundred Ninety-One and 93/100 (\$111,291.93) Dollars effective August 14, 2021.**

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The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution. **The salary for each Elected Official shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the “April to April” comparison.**

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Introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2021 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



June 28, 2021

Re: Notice of Anne Williams Hearing on Appeal of Substantial Pen Order Pursuant to Section 6-1.213 of the Plumas County Code

NOTICE OF HEARING

Notice is hereby given that the Appeal of Substantial Pen Order Issued October 13, 2017, by Anne Williams is hereby set for July 6, 2021 at 1:00 pm in the Board of Supervisors' Chamber, 520 Main Street, Quincy, California.