



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **AGENDA FOR REGULAR MEETING OF**

**AUGUST 17, 2021 TO BE HELD AT 10:00 A.M.**

**IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> 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](mailto: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. FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Smith Tree Service, for tree trimming, pruning and removal services; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County Facility Services and KJ's Cleaning Service; giving 30 day notice, as per contract, for termination of custodial services in Greenville area due to the Dixie Fire; not to exceed \$45,336.14; approved as to form by County Counsel [View Item](#)

- B. PROBATION**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Butte County Probation Department, to render juvenile detention facility space and programming services; not to exceed \$150.00 per day; contract term from July 1, 2021 to June 30, 2023; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Plumas Rural Services for Nurturing Parent and Teen Relationship Classes; not to exceed \$8,000.00; approved as to form by County Counsel [View Item](#)

- C. PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Ellis Planning & Associates; to assist in developing a strategic plan for the three prerequisites for Public Health Accreditation Board Approval; not to exceed \$20,619.00; contract is funded by Programs through Public Health; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign the following Agreements and ratify payments for services rendered for activities related to Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) 2020 Grant: [View Item](#)

<b>Vendor</b>	<b>Term</b>	<b>Amount</b>
Eastern Plumas Healthcare	1/1/2021 – 7/31/23	\$94,428.00
Lake Almanor Christian School	1/1/2021 – 7/31/23	\$40,121.00
Plumas Crisis Interv. & Resource Center	1/1/2021 – 7/31/23	\$60,000.00
Plumas County Sheriff's Office	1/1/2021 – 7/31/23	\$10,000.00
Plumas County office of Education	1/1/2021 – 7/31/23	\$65,000.00
Constant Associates, Inc.	8/15/21 – 12/15/21	\$29,935.00

All Agreements have been approved as to form by County Counsel

**D. SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Redwood Toxicology Laboratory, Inc., for toxicology testing services; not to exceed \$9,999.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign the First Amendment to Agreement between Plumas County Sheriff's Department and The Pape Group, Inc.; Western Nevada Kenworth was sold to/ purchased by The Pape Group, Inc.; to provide Kenworth Repair and services to Plumas County for remainder of 04/01/2021 – 03/31/2022 agreement term; Approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and NMS Labs; for laboratory testing services; not to exceed \$9,999.00; approved as to form by County Counsel [View Item](#)

**E. SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare System; not to exceed \$50,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services (PRS) for CalWORKS child care services that are provided to the recipients of CalWORKS cash assistance while participating in the mandatory Welfare to Work Activities; not to exceed \$233,129.00 for FY 2021-2022; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services Nurturing Parent In-Home Classes, offered to parents of children who are in the Child Welfare system; not to exceed \$56,000.00 ; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services Nurturing Parent Classes, offered to parents of children who are in the Child Welfare system; not to exceed \$17,200.00 ; approved as to form by County Counsel [View Item](#)
- 5) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services for case management services provided to TANF-eligible recipients who have barriers to seeking and accepting work; not to exceed \$28,600.00; funds are appropriated in the Department of Social Services approved budget plan for the current year; approved as to form by County Counsel [View Item](#)

3. **PLUMAS COUNTY FIRE SAFE COUNCIL** – Hannah Hepner [View Item](#)  
Presentation regarding the Plumas County Fire Safe Councils programs and outcomes

**4. DEPARTMENTAL MATTERS**

**A. PLANNING** – Tracey Ferguson

Adopt **RESOLUTION** of Intention to Amend Plumas County 2035 General Plan Public Health and Safety Element to address compliance with Assembly Bill 2140; approved as to form by County Counsel; discussion and possible action **Roll call vote** [View Item](#)

**B. PROBATION** – Keevin Allred

- 1) Adopt a **RESOLUTION** appointing members to the Juvenile Justice Coordinating Council and its Subcommittee; and repeal RESOLUTION No. 21-8604; approved as to form by County Counsel discussion and possible action **Roll call vote** [View Item](#)

- 2) Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2021-2022, totaling \$980,975.00, as submitted and recommended, or reject; discussion and possible action **Required four/ fifths roll call vote** [View Item](#)
- 3) Approve and requested allocation from(CCP) Public Safety Realignment Budget FY 2021-2022 for Plumas Crisis Intervention and Resource Center (PCIRC) for the Ohana House Transitional Shelter; not to exceed \$45,000.00; discussion and possible action [View Item](#)

**5. BOARD OF SUPERVISORS**

- A. Correspondence
- B. 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. Personnel: Public employee performance evaluation – Planning Director
- B. Personnel: Public employee performance evaluation – County Counsel
- C. Personnel: Public employee performance evaluation – Librarian
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (e)(3) of Government Code Section 54956.9

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 7, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971

Phone: 530-283-6299  
Fax: 530-283-6103



DATE: August 17, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Smith Tree Services.

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### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services and Smith Tree Services.

### **Background and Discussion**

Smith Tree Services provides a tree maintenance service such as trimming/pruning and removal. Services are on an 'as-needed' basis at the request of the Facility Services department.

Contract not to exceed \$10,000.

A copy of the 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 **Dept. of Facility Services** (hereinafter referred to as "County"), and Michael Smith, a sole proprietor doing business as **Smith Tree 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 **Ten Thousand dollars and 00/100** (\$10,000).
3. Term. The term of this agreement shall be from **September 1, 2021 through August 31, 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.
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

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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

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- 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

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obligations under this Agreement. **In particular, Contractor represents that it holds a current and active license as a Class C-61/D49 Tree Service contractor, issued by the State of California, No. 867085.**

11. **Prevailing Wage.** Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
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.

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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:

Dept. of Facility Services  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: Kevin Correira, Director

Contractor:

Smith Tree Services  
PO Box 270  
Chilcoot CA 96105  
Attention: Michael Smith, Owner

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

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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:**

Michael Smith, a sole proprietor dba Smith Tree Services

By: \_\_\_\_\_  
Name: Michael Smith  
Title: Owner  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
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:

  
8/2/2021  
Joshua Brechtel  
Deputy County Counsel I

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**EXHIBIT A**

**Scope of Work**

1. Contractor shall provide tree maintenance services on an 'as-needed' basis upon request by the County.
2. Services contemplated by the parties include, but are not limited to, the following:
  - a. Tree trimming/pruning
  - b. Tree removal

**EXHIBIT B**

**Fee Schedule**

1. Contractor shall be paid at the following rates:
  - a. Labor: \$300/hr
  - b. Materials/Parts: N/A
  - c. Mileage: Inclusive
  - d. Lodging/Meals: Inclusive
2. Invoice are due net 30



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

**DATE:** August 17, 2021  
**TO:** Honorable Board of Supervisors  
**FROM:** Kevin Correira – Facility Services Director  
**SUBJECT:** Request to approve and authorize Board Chair to sign contract amendment between Facility Services and KJ's Cleaning Service.

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### **Recommendation**

Approve and authorize Board Chair to sign contract amendment between Facility Services and KJ's Cleaning Service

### **Background and Discussion**

Due to the Dixie Fire destroying the Greenville Town Hall, Library, and Sheriff Substation, custodial services are no longer needed at these facilities. The current and executed contract only allows for 30 days-notice for termination of services as instructed by County Counsel. Therefore, KJ's Cleaning Service will be paid in full for the month of August for services which totals \$786.66. The county's obligation to this contract for the facilities in Greenville will terminate on September 1, 2021. The overall total value of the contract has been reduced by the amount that would be due for custodial services in Greenville for September as this contract with the vendor terminates on September 30, 2021 and will be renewed to only include facilities located in Chester.

Contract not to exceed \$45,336.14

A copy of the contract amendment is on file with the Clerk of the Board.

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND KJ'S CLEANING SERVICE**

This First Amendment to Agreement ("Amendment") is made on August 17, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Kim Lund, a sole proprietor doing business as KJ's Cleaning Service ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Kim Lund have entered into a written Agreement dated October 6, 2020, (the "Agreement"), in which Kim Lund agreed to provide custodial services in Chester, and to the Greenville Library, the Greenville Town Hall, and the Greenville Sheriff Substation.
  - b. Because the Dixie Fire destroyed the aforementioned facilities in Greenville on August 5, 2021, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Forty Five Thousand Three Hundred Thirty Six dollars and 14/100** (\$45,336.14).
  - b. Exhibits A, B and C are deleted in their entirety from the original Agreement and replaced with amended Exhibits A, B and C which remove the facilities in Greenville where custodial services would have been provided:

Amended Exhibits A, B and C are attached hereto
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated October 6, 2020, shall remain unchanged and in full force and effect.

Approved as to form:

  
Sara James  
Deputy County Counsel II

Date: 8/9/2021

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Jeff Engel - Board Chair  
Date:

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Kim Lund – Owner  
Date:

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Heidi Putnam – Clerk of the Board  
Date:

**Exhibit A**  
**Scope of Work**

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Chester Memorial Hall, Almanor Rec Center, Chester Park, Chester Library, Chester Complex, Chester Snow Park, and Chester Facility Rental Management**. 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.

A. Services Required (not all surface/material types apply – verify conditions for each building)

1. 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

2. 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

3. 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

4. Monthly Office/Common Room Services

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- 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

5. Annual Cleaning

- 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.
- 1. 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

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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. General Services\*

- A. Snow and ice removal from walkways, stairs, ramps, trash bins, and entrances at County-owned Chester facilities to include: Almanor Rec Center, Chester Memorial Hall, Chester Court Complex, and the Chester Public Library
- B. Miscellaneous tasks at County-owned Chester Facilities as requested by Facility Services to assist and support the department with emergency repairs and/or investigation, exterior/interior lightbulb replacement, restroom maintenance outside the scope of the janitorial contract, water controls at the Chester Park, etc.

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**Exhibit B**  
**Schedule of Services**

**Chester Facility Rental Management**

A. Handle all aspects of managing the rental of Chester Park, Chester Memorial Hall, and the Almanor Rec Center to include, but not limited to:

- Responding to information requests regarding renting the facilities
- Scheduling events
- Collecting applications, rents, and cleaning deposits
- Mailing applications and payments to the Facility Services Department office at 198 Andy's Way, Quincy CA 95971
- Key dispersal/collection
- Post-event inspection with regard to the cleaning deposit refund
- Reporting any issues to the Department of Facility Services

	3X WEEKLY	Annual	6 Mos
<b>Chester Park (6 mos), Chester Complex, Chester Library</b>			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			X

**\*Chester Park is only open  
for 6 months each year: 4/15  
– 10/15**

	Weekly	Annual	6 Mos
<b>Chester Memorial Hall Almanor Rec Center</b>			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			X

	Weekly	Annual	6 Mos
<b>Chester Snow Park</b>			
Restrooms – All Floors	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 glass entry doors			
Polish brass			
Wash Int/Ext window glass	X		
Shampoo carpets			

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**Exhibit C**  
**Fee Schedule**

- Contractor will submit a monthly invoice for which services are provided. Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

**ANNUAL FEE SCHEDULE**

<b>Facility</b>	<b>Monthly Fee</b>	<b>Total</b>
Chester Snow Park	175.00	2,100.00
Chester Memorial Hall	325.83	
Almanor Rec Center	342.08	
Chester Complex	530.00	24,302.88
Chester Library	547.33	
Chester Park	560.00 (x6 mos)	
Chester Facility Rental Management	440.00	5,280.00
General Services*	As needed	5,000.00

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**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: August 3, 2021

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Approval of the contract between Plumas County Probation Department and Butte County Probation Department.

---

### Recommendation

Approve and authorize the Chair to sign the contract with Butte County Probation Department for placement and programming services while placed for Plumas County youth during the period July 1, 2021 to June 30, 2023.

### Background and Discussion

The Plumas County Probation Department is seeking to renew contractual agreements with Butte County for juvenile detention facility placement for Plumas youth detained pursuant to order of the Plumas court. Contracted amount for FY21-23 is \$150 for each 24 hour period. This rate is subject to change by the Butte County Board of Supervisors. Plumas shall be given thirty (30) days written notice of said change before a new rate becomes applicable to this agreement. The term of this contract is July 1, 2021 to June 30, 2023.

Plumas County does not have a Juvenile Detention Facility and is required to contract with surrounding counties for such services. Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

CONTRACT NO.

R 4 2 0 9 6

REGIONAL FACILITY USE AGREEMENT  
BETWEEN  
COUNTY OF BUTTE AND  
PLUMAS COUNTY  
July 1, 2021 through June 30, 2023

COUNTY OF BUTTE

This Agreement is entered into July 1, 2021 by and between the COUNTY OF BUTTE, a political subdivision of the State of California, acting through the BUTTE COUNTY PROBATION DEPARTMENT, hereinafter referred to as BUTTE and PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as PLUMAS. The purpose of this agreement is to set forth the types and terms of collaborative services of a Regional Facility Use Agreement between BUTTE and PLUMAS hereinafter referred to as "Parties" collectively or "Party" individually.

WHEREAS, PLUMAS has a need for use of a Juvenile Detention Facility and desires to place PLUMAS youth detained pursuant to order of its PLUMAS juvenile court in the BUTTE Juvenile Hall (Detention Facility), to the extent that excess accommodations are available, and

WHEREAS, BUTTE currently operates and maintains a Detention Facility in the City of Oroville, located at 41 County Center Dr., where space may exist in excess of its needs:

NOW THEREFORE,

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

**A. SERVICES:**

BUTTE shall provide placement in the Detention Facility, for PLUMAS youth who have been accepted by BUTTE for such placement. Placement in the Detention Facility shall be made if BUTTE determines excess space in the facility exists and BUTTE agrees to accept the youth.

All PLUMAS youth accepted for placement and placed in the Detention Facility shall receive the same accommodations and services as BUTTE youth in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by PLUMAS. Dental Care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

BUTTE may provide emergency medical services without prior authorization from PLUMAS.

Payment for Medical, Dental, and Mental Health services shall be the responsibility of PLUMAS in the event such services fall outside those contracted as being routinely provided to BUTTE youth.

**B. TERM:**

This Agreement shall be in effect from July 1, 2021 through June 30, 2023. PLUMAS Board of Supervisors hereby ratifies, and approves for payment, services provided by

BUTTE following expiration of the prior contract between the parties on July 1, 2021 to date of approval of this Agreement by the PLUMAS Board of Supervisors. Either party may terminate this Agreement anytime, upon a thirty (30) day written notice to the other party.

**C. PAYMENT:**

Board and Care: PLUMAS shall pay BUTTE monthly for the costs of board and care for each PLUMAS youth so placed for each day or portion thereof that said PLUMAS youth is housed in the Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of BUTTE. The rate currently established by the Chief Probation Officer is \$150.00 for each 24-hour day or portion thereof for a youth detained in a detention bed or for a youth committed to the Camp Condor program. This rate is subject to change by the Butte County Board of Supervisors. PLUMAS shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this Agreement.

Legal Costs: PLUMAS shall be solely responsible for providing legal services for said youth and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus, or similar proceeding, is initiated by, or on behalf of, a PLUMAS youth placed in the Detention Facility, PLUMAS shall defend said litigation and hold BUTTE, its directors, officers, employees, and/or agents, fully harmless therefrom, unless it is determined that the petition or proceeding is based upon the willful misconduct, negligent act, omission, or violation of law by BUTTE, its directors, officers, employees, and/or agents, in which case the terms of the indemnity clause in Section F will control.

Medical and Psychological Services: PLUMAS agrees to pay for or to reimburse BUTTE for the actual costs of any necessary psychological, dental care, prescription medications or mental health care provided by third-party contractors and required by a PLUMAS youth placed pursuant to this Agreement. PLUMAS agrees to pay for any costs above \$10,000 per medical/surgical inpatient catastrophic episode. BUTTE is authorized to obtain emergency medical, dental, and mental health care for PLUMAS youths without prior authorization. All other services must be pre-authorized by PLUMAS.

Education: PLUMAS shall reimburse BUTTE for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district within the Detention Facility.

Billing and Payments: BUTTE shall bill PLUMAS on a per youth basis, on a monthly or quarterly basis. It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the facility. PLUMAS shall pay BUTTE within 30 days after receiving notice of payment due. Payment shall be made out to BUTTE COUNTY PROBATION and mailed to:

Butte County Probation  
Attention: Contracts  
42 County Center Drive  
Oroville, CA 95965

**D. TRANSPORTATION:**

PLUMAS shall be responsible for providing round-trip transportation of PLUMAS youth(s) to and from PLUMAS and the Detention Facility. BUTTE shall provide routine transportation for PLUMAS youth within Butte County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

**E. COURT DOCUMENTATION:**

PLUMAS shall be responsible for providing; conformed Court orders committing PLUMAS youth(s) to the Detention Facility, dispositional report committing PLUMAS youth(s) to the Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to BUTTE transportation staff upon pick-up or delivery of PLUMAS youth.

**F. REMOVAL OF YOUTHS:**

BUTTE shall promptly remove any PLUMAS youth(s) placed in the Detention Facility upon request of BUTTE. BUTTE shall have sole discretion to request removal of PLUMAS youth(s). Upon decision to remove PLUMAS youth(s), BUTTE shall notify PLUMAS by telephone and PLUMAS shall pick-up said PLUMAS youth(s) within five (5) working days of notification.

**G. INDEMNITY:**

It is agreed that PLUMAS shall defend, save harmless and indemnify BUTTE, its directors, officers, employees, and/or agents from any and all claims for injuries or damage to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement and which result from the willful misconduct, negligent act, omission, or violation of law by PLUMAS, its directors, officers, employees, and/or agents.

It is further agreed that BUTTE shall defend, save harmless and indemnify PLUMAS, its directors, officers, employees, and/or agents from any and all claims for injuries or damage to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement and which result from the willful misconduct, negligent act, omission, or violation of law by BUTTE, its directors, officers, employees, and/or agents.

In the event of concurrent negligence of PLUMAS, its directors, officers, employees, and/or agents, and BUTTE, its directors, officers, employees, and/or agents then the liability for any and all claims for injuries or damages to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

**H. INSURANCE:**

BUTTE is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under BUTTE'S participation in the CSAC Excess Insurance Authority. PLUMAS is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under PLUMAS' participation in the CSAC Excess Insurance Authority.

**I. PRISON RAPE ELIMINATION ACT (PREA):**

BUTTE will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. BUTTE acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

**J. ALTERATION OF TERMS:**

The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all parties.

**K. TERMINATION:**

This Agreement may be terminated by either BUTTE OR PLUMAS by a thirty (30) day written notice. Authorized costs incurred by BUTTE shall be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated above unless the Completion Date is modified by written amendment to this Contract.

**L. NOTICES:**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

**PLUMAS:**

Keevin Allred, Chief Probation Officer  
270 County Hospital Rd #128  
Quincy, California 95971  
Phone: 530-283-6200  
Facsimile: 530-283-6165

**BUTTE:**

Wayne Barley, Chief Probation Officer  
42 County Center Drive  
Oroville, CA 95965  
Phone: 530-552-4390  
Facsimile: 530-538-6826

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- BUTTE --

By Wayne Barley 6/26/21  
Wayne Barley  
Chief Probation Officer

By Tamara Ingersoll 7/26/21  
Tamara Ingersoll  
Deputy Director  
General Services Department

--PLUMAS--

By Keevin Allred 8-3-21  
Keevin Allred  
Chief Probation Officer

Approved as to form:

By Sara James 6/25/2021  
Sara James  
Deputy County Counsel II

REVIEWED FOR CONTRACT POLICY COMPLIANCE  
General Services Contracts Division

By Jeff Engel 7/19/21  
Jeff Engel  
Board of Supervisors - Chairman

REVIEWED AS TO FORM  
BRUCE S. ALPERT  
BUTTE COUNTY COUNSEL

By Bruce S. Alpert 7/30/21  
Bruce S. Alpert

ATTEST:

By Heidi Putnam 7/30/21  
Heidi Putnam  
Clerk of the Board of Supervisors

2B2



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:** August 9, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer 

**SUBJECT:** Approval of contract between the Plumas County Probation Department and Plumas Rural Services Nurturing Parent and Teen Relationship classes.

**Recommendation:**

Approve and authorize the Chair to sign the Contract between the Plumas County Probation Department and Plumas Rural Services for Nurturing Parent and Teen Relationship classes. Contract agreement will not exceed \$8,000.

**Background:**

During the on-going 6 week program modules, parents of probation clients will participate in the following classes: Nurturing Parenting and Teen Relationships; Adolescence: Why It's Normal for Teens to Act Weird; Trusting Teen-Parent Relationships; Constructive Communication; Negotiation and Compromise; Problem Solving; Why Teens Stop Talking; Discipline: Family Morals, Values & Rules; Helping Teens Manage Their Behavior; Everyone's Not Doing It; Saying No and Walking Cool; and Violent and Possessive Relationships. The classes will include videos, parent resource guides, and open discussions providing support, encouragement, and guidance.

The Nurturing Parenting Critical Support component will provide in-home services for parents who need further support after or in tandem with the Nurturing Parenting groups. A paraprofessional counselor will be assigned to the family in their home to evaluate the parent-child relationship, observe the parenting environment, and offer concrete suggestions for methods to implement in the home to improve parenting skills. The program will be tailored specifically to each family's individual needs, taking into account both unique, short-term issues and ongoing circumstances that impact the family dynamic and day-to-day parenting.

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 PLUMAS RURAL SERVICES, a California 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 Eight Thousand Dollars (\$8,000).
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 Plumas Rural 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.

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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 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

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

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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

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS NMP

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:

Plumas County Probation Department  
County of Plumas  
270 County Hospital Road, Ste. 128  
Quincy, CA 95971  
Attention: Keevin Allred

Contractor:

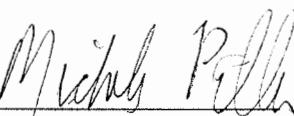
Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971  
Attention: Michele Piller

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.
25. **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.

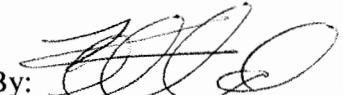
CONTRACTOR:

Plumas Rural Services,  
a California corporation

By:   
Name: Michelle Piller  
Title: Executive Director  
Date signed: 8/2/21

COUNTY:

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

By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed: 8.9.21

Approved as to form:

  
Sara James 7/29/2021  
Deputy County Counsel II

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Board of Supervisors - Chair  
Date signed:

ATTEST:

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors  
Date signed:

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS M.P.

## **EXHIBIT A**

### **Scope of Work**

1. The CONTRACTOR will provide the Plumas County Probation Department with Parenting Services for parents of probationers.
2. The CONTRACTOR shall provide the proposed 6 week Mindful Parenting program via Zoom. The classes include resource information, open discussions providing support, encouragement and guidance, and weekly handouts and homework. Parents of probationers will learn a variety of topics including Mindful Self-care, Parenting, Discipline & the Role of Parents; Personality & Adolescence including personality, birth order, learning styles, and how personalities are developed; Communicating with Respect & Understanding Feelings including an in depth look at communication styles, building trust, handling feelings, etc.; Family Morals, Values & Expectations including disciplines, teaching, teen sexuality, puberty, drugs/alcohol and emotional regulation, etc.; Introduction to Mindfulness-Based Stress Management including coping mechanisms, stress and how it affects us, teen depression, emotional dysregulation, and suicide ideation, eating disorders, body image, and possessive/violent teen relationships; and Focus Forward including a review and developing a strategy for moving forward. Classes are provided for individual families in order to engage in the most honest communication and discussion.
3. The CONTRACTOR shall provide Nurturing Parenting Critical Support by offering services for parents who need further support via Zoom. A paraprofessional counselor meets with the family and can provide a wide variety of supports from evaluating the parent-child relationship, observing the environment, support regarding trauma, as well as a wide variety of other topics that can support a family in moving forward in a positive direction.

## **EXHIBIT B**

### **Fee Schedule**

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS MJR

Compensation shall be as follows:

- A. Mindful Nurturing Parenting classes:** CONTRACTOR will be paid at a rate of \$68/hour for each individual family. Probation will be billed for sessions provided. Two no call/ no show sessions will not be billed; however PRS reserves the right to fill the time slot with another client needing services.
- B. Nurturing Parenting Critical Support:** CONTRACTOR will be paid at the rate of \$68/hour. Number of sessions needed depend upon the family and Probation needs and requirements. Services can include, but are not limited to Trauma Treatment, Mindfulness Services, and Parenting/Co-Parenting & Relationship services.
- C. Billing** by CONTRACTOR will be quarterly. County shall pay Contractor for services rendered within thirty (30) days of receipt of invoice.
- D.** The amount of this contract shall not exceed \$8,000.

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS MW



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



**Date:** August 4, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis

**Agenda:** Consent Item for August 17, 2021

**Recommendation:** Approve and direct the Chair to sign Contract #PCPHA2122ELLIS with Ellis Planning & Associates in the Amount of \$20,619.00 to assist in developing a strategic plan beginning September 13, 2021 through March 31, 2022.

**Background Information:** As the Board may recall, there are three pre-requisites for Public Health Accreditation Board (PHAB) approval: the CHA, the CHIP, and the agency Strategic Plan repeated every three years. PHA will be updating its CHA and CHIP in this upcoming 3-year cycle and requires assistance in developing the strategic plan so all three are complete.

Ellis Planning Associates Inc. (EPA) will assist the PHA in developing a Strategic Plan in accordance to PHAB requirements found in "PHAB Standards and Measures Version 1.5, Standard 5.3." The consultant will incorporate a Strengths, Weakness, Opportunities and Threats (SWOT) analysis conducted by PCPHA, and work with PCPHA during a full day session to finalize the strategic Plan.

**Approval:** This contract has been reviewed and approved by County Counsel.

**Fiscal Impact:** There is no financial impact on the County General Fund, as this contract is fully funded by Programs through Public Health.

Please contact me if you have any questions or need additional information. Thank you.

C:\Documents and Settings\rosieolney\My Documents\BOS\Agreements Ellis 2021.doc



530-283-6337 **OFFICE**  
530-283-6425 **FAX**



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

## CONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Ellis Planning Associates, Inc., a California 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 the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Six Hundred Nineteen Dollars and No Cents (\$20,619.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from September 21, 2021 through March 31, 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.
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. **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.

**IF TO CONTRACTOR:**

Ellis Planning Associates, Inc.,  
Post Office Box 901  
Nevada City, California 95959  
  
Tel: (530) 264-7127  
Attn: Galen Ellis, President

**IF TO COUNTY:**

County of Plumas  
Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
  
Tel: (530) 283-6342  
Attn: Dana Loomis, Director

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.** Plumas Crisis Intervention and Resource Center agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**CONTRACTOR:** Ellis Planning Associates Inc., a California Corporation

Galen Ellis, President, Chief Financial Officer

Date

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

8/4/2021

**EXHIBIT A – SCOPE OF WORK Ellis Planning Associates Inc.****Strategic Planning Update Scope of Work/Cost Estimates (September 2021 - March 2022)**  
**Plumas County Public Health Agency**

Deliverables	Hours	Cost
<b>Virtual Kick-off with Leadership Team (September 2021)</b>		
Review existing plan and documentation of progress, other relevant background materials	1.5	\$ 240.00
Plan, facilitate, and provide written summary for 1.5 hr. initial Design Team meeting to plan kick-off (set dates, logistics, agenda)	3	\$ 480.00
Design agenda and presentation (to include review of strategic planning process, status of existing plan, and how staff will be engaged in the update) <b>(Designated staff person will co-facilitate with Galen)</b>	3	\$ 480.00
Conduct 1-hour Virtual Kick-off Meeting with the Leadership Team, including pre-/post-briefings	2	\$ 320.00
Summary report of Kick-off outcomes	1	\$ 160.00
<b>Data Collection &amp; Analysis (SWOT Analysis, CHA) (September - December 2021)</b>		
Data collection to include the SWOT (done by each Division) and a review of the CHA (including an examination of how health status has changed from 2016 to 2021. <b>(Staff - September - November)</b>	0	\$ -
Data analysis and summary (December)	4	\$ 640.00
<b>Strategic Plan Update Workshop (January 2022)</b>		
Workshop agenda, design, materials prep <b>(staff responsible for all outreach, scheduling, venue, food, A/V, and other logistics)</b>	20	\$ 3,200.00
Travel time and facilitation of full-day planning workshop (6 hrs travel @ half rate, 8 hours of facilitation x 2 consultants)	22	\$ 3,520.00
Mileage (250 miles x \$.575)		\$ 143.75
Summary report of workshop	5	\$ 800.00
<b>Draft Strategic Plan Update (January -March 2022)</b>		
Create Strategic Plan template and populate with updates from workshop for staff review	4	\$ 640.00

Provide final draft of Strategic Plan (staff will populate with shorter term goals, objectives and activities that aren't determined at the workshop)	12	\$	1,920.00
Revisions after staff sends out for review and comments	2	\$	320.00
<b>Project/Contract Management</b>			
Weekly/bi-weekly meetings as needed with Design Team (one hour x 18 meetings); prep, facilitation, notes	27	\$	4,320.00
Misc. correspondence, contract management (1 hour x 6 months)	6	\$	960.00
Purchase of food for workshop (morning snacks and refreshments estimated at \$150; afternoon lunches estimated at 30 participants at \$15 each)		\$	600.00
	<b>Total Hours</b>	<b>112.5</b>	<b>\$ 18,743.75</b>
	<b>Indirect Cost (10%)</b>		<b><u>\$ 1,874.38</u></b>
	<b>Total Cost Estimate</b>		<b>\$ 20,618.13</b>



**Date:** August 4, 2021  
**To:** Honorable Board of Supervisors  
**From:** Dana Loomis, Director  
**Agenda:** Consent Item for August 17, 2021

**Recommendation:** Approve and ratify payments for services rendered to date for the following subcontracts for Activities related to the Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) 2020 Grant:

Vendor	Subcontract #	Term	Amount
Eastern Plumas Healthcare	ELC3-2123EPHC	1/1/2021 – 7/31/23	\$94,428.00
Lake Almanor Christian School	ELC3-2123LACS	1/1/2021 – 7/31/23	\$40,121.00
Plumas Crisis Interv. & Resource Ctr	ELC3-2123PCIRC	1/1/2021 – 7/31/23	\$60,000.00
Plumas County Sheriff's Office	ELC3-2123PCSO	1/1/2021 – 7/31/23	\$10,000.00
Plumas County office of Education	ELC3-2123PCOE	1/1/2021 – 7/31/23	\$65,000.00
Constant Associates, Inc.	ELC3-2021 CAI	8/15/21 – 12/15/21	\$29,935.00

**Background:** As the Board is aware The Department of Public Health, Communicable Disease Center as part of the “Coronavirus Aid, Relief, and Economic Security Act” or the “CARES Act” of 2020, ELC has awarded a total of \$631 million to our recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth ‘ELC CARES’. The intention of this funding is to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities are intended to assist State, local, and territorial governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts.

**Approval:** All subcontracts have been reviewed and approved by County Counsel, a copy of each subcontract is on file with the Clerk of the Board for your review.

**Financial Impact:** There will be no financial impact on the County General Fund, as these subcontracts are fully funded through Public Health’s Budget.

Please contact me should you have any questions, or need additional information. Thank you.

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Eastern Plumas Healthcare, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Ninety Four Thousand Four Hundred Twenty Eight Dollars and No/100 (\$94,428.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from January 15, 2021 through July 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from January 15, 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

"Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds from the CDC pursuant to Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC)."

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Zach Gately, Health Education Coord Plumas  
County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Eastern Plumas Healthcare  
500 First Avenue  
Portola, California 96122  
(530) 832-6500

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Eastern Plumas District Healthcare agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Eastern Plumas Healthcare, a political subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Doug McCoy, Chief Executive Officer

**COUNTY OF PLUMAS:**

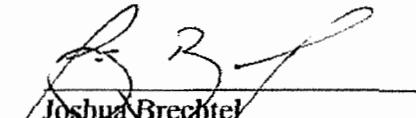
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
8/4/2021  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A - SCOPE OF WORK**

Funding is available from Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC).

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data

Milestone 4 - Connect Electronic Health Records, including Electronic Lab Reports, of all area hospitals to centralized data systems (e.g. Bio-Sense, CalREDIE, and/or local HIE) that are interoperable with each hospitals electronic health record vendor's software platform.

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention

Milestone 2 - Develop contract(s) with critical access hospital partner and other partners to build capacity for PCR viral testing, laboratory safety, accessioning, and rapid resulting and reporting of results, with a specific emphasis on removing barriers to testing for individuals meeting high risk categories, and on removing fiscal barriers to confirmatory PCR testing in the County Jail or other congregate settings, such as school or higher education facility.

Funds will be used for start-up costs associated with the electronic health record system allowing connectivity for labs, testing, and reporting seamlessly to partners (local, regional, state and national).

**EXHIBIT B - FEE SCHEDULE****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

**A. Invoice(s) Shall:**

- 1) Bear the Subcontractors Name and Subcontract Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

**B. Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
#1	January 1, 2021 – March 31, 2021	April 15, 2021
#2	April 1, 2021 – June 30, 2021	July 15, 2021
#3	July 1, 2021 – September 30, 2021	October 15, 2021
#4	October 1, 2021 – December 31, 2021	January 15, 2022
#5	January 1, 2022 – March 31, 2022	April 15, 2022
#6	April 1, 2022 – June 30, 2022	July 15, 2022
#7	July 1, 2022 – September 30, 2022	October 15, 2022
#8	October 1, 2022 – December 31, 2022	January 15, 2023
#9	January 1, 2023 – March 31, 2023	April 15, 2023
#10	April 1, 2023 – July 31, 2023	July 15, 2023

**C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.****D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Ninety Four Thousand Four Hundred Twenty Eight Dollars and No Cents (\$94,428.00).

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Agreement by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Eastern Plumas Health Care, a political subdivision of the State of California, referred to herein as Business Associate (“BA”).

### 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(c)(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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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(c)(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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants 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 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 Consultants, 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 Consultant, 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 of the State of California

Name: Dana Loomis

Title: Director, Public Health Agency

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### BUSINESS ASSOCIATE

Eastern Plumas Health Care, a political subdivision of the State of California

Name: Doug McCoy

Title: Chief Executive Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**-SUBCONTRACT**

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Lake Almanor Christian School, a non-profit Corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. **Scope of Work.** Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Forty Thousand One Hundred Twenty One Dollars and No/100 (\$40,121.00) (hereinafter referred to as the "Contract Amount").
3. **Term.** The term of this agreement shall be from January 1, 2021 through July 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

"Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds from the CDC pursuant to Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC)."

6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Zach Gately, Health Education Coord Plumas  
County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Lake Almanor Christian School  
2610 State Route A13  
Lake Almanor, California 96137  
(530) 596-4100

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas Crisis Intervention and Resource Center agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Lake Almanor Christian School, a California Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Puhl, Board President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeri Kendrick, Principal

**COUNTY OF PLUMAS:**

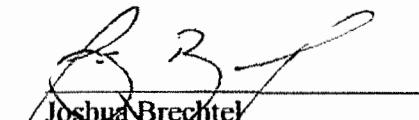
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
8/4/2021  
Joshua Brechtel  
Deputy County Counsel I

**EXHIBIT A – SCOPE OF WORK**

Funding is available from Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC).

Strategy 6 - Coordinate and Engage with Partners

Milestone 1 - Partner with local organizations through MOU/Contractual agreements to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2, specifically in select vulnerable populations.

Funds will be used to cover additional COVID-19 related expenses (PPE, hand sanitizer, deep cleanings, extra staffing hours to facilitate cohorting and additional cleaning and air filters.

**EXHIBIT B - FEE SCHEDULE & BUDGET****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

**A. Invoice(s) Shall:**

- 1) Bear the Subcontractors Name and Subcontract Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

**B. Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
#1	January 1, 2021 – March 31, 2021	April 15, 2021
#2	April 1, 2021 – June 30, 2021	July 15, 2021
#3	July 1, 2021 – September 30, 2021	October 15, 2021
#4	October 1, 2021 – December 31, 2021	January 15, 2022
#5	January 1, 2022 – March 31, 2022	April 15, 2022
#6	April 1, 2022 – June 30, 2022	July 15, 2022
#7	July 1, 2022 – September 30, 2022	October 15, 2022
#8	October 1, 2022 – December 31, 2022	January 15, 2023
#9	January 1, 2023 – March 31, 2023	April 15, 2023
#10	April 1, 2023 – July 31, 2023	July 15, 2023

**C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.****D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Forty Thousand One Hundred Twenty One Dollars and No Cents (\$40,121.00).

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Agreement by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Lake Almanor Christian School, a California Corporation, referred to herein as Business Associate (“BA”).

### 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(c) 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas Crisis Intervention and Resource Center, a California Corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Sixty Thousand Dollars and No/100 (\$60,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from January 1, 2021 through July 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

"Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds from the CDC pursuant to Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC)."

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Zach Gately, Health Education Coordinator  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Plumas Crisis Intervention and Resource Ctr.  
591 West Main Street  
Quincy, California 95971  
(530) 283-5515

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas Crisis Intervention and Resource Center agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Plumas Crisis Intervention and Resource Center, a California Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McCallum, Executive Director

**COUNTY OF PLUMAS:**

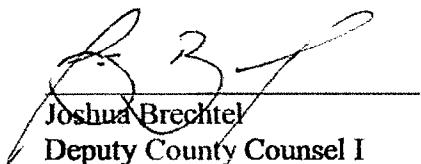
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:



8/4/2021  
Joshua Brechitel  
Deputy County Counsel I

**EXHIBIT A – SCOPE OF WORK**

Funding is available from Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC).

Strategy 6 - Coordinate and Engage with Partners

Milestone 2 - Identify and develop contractual/MOU relationship with tribal governments, community-based organizations and/or faith-based organizations to implement prevention and early intervention strategies in high-risk settings or within disproportionately impacted and vulnerable populations.

Funds will be used for costs associated with enhancing capacity for infection control and prevention of COVID-19/SARS-CoV-2, which includes funding additional staff, facility improvement (ventilation), wrap-around services, quarantine/isolation support, vaccine implementation, implementing mitigation strategies to protect clients and staff. PCIRC is the main agency that supports individuals dealing with homelessness, temporary housing, and other unique situations that put them at higher risk for COVID-19.

**EXHIBIT B - FEE SCHEDULE****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

**A. Invoice(s) Shall:**

- 1) Bear the Subcontractors Name and Subcontract Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

**B. Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
#1	January 1, 2021 – March 31, 2021	April 15, 2021
#2	April 1, 2021 – June 30, 2021	July 15, 2021
#3	July 1, 2021 – September 30, 2021	October 15, 2021
#4	October 1, 2021 – December 31, 2021	January 15, 2022
#5	January 1, 2022 – March 31, 2022	April 15, 2022
#6	April 1, 2022 – June 30, 2022	July 15, 2022
#7	July 1, 2022 – September 30, 2022	October 15, 2022
#8	October 1, 2022 – December 31, 2022	January 15, 2023
#9	January 1, 2023 – March 31, 2023	April 15, 2023
#10	April 1, 2023 – July 31, 2023	July 15, 2023

**C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.****D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Sixty Thousand Dollars and No Cents (\$60,000.00).

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Agreement by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Plumas Crisis Intervention & Resource Center., a California Corporation, referred to herein as Business Associate (“BA”).

### 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants 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 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 Consultants, 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 Consultant, 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 of the State of California

Name: Dana Loomis

Title: Director, Public Health Agency

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Plumas Crisis Intervention & Resource Center; a California Corporation

Name: Scott McCallum

Title: Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Memorandum of Understanding

This Memorandum of Understanding is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas County Sheriff's Office, a political subdivision of the State of California, hereinafter referred to as "PCSO".

The parties agree as follows:

1. **Scope of Work.** Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay PCSO for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to PCSO under this Agreement shall not exceed Ten Thousand Dollars and No/100 (\$10,000.00) (hereinafter referred to as the "Contract Amount").
3. **Term.** The term of this agreement shall be from January 15, 2021 through July 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by PCSO from January 15, 2021 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this MOU 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 MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, Public Health shall have no liability to pay any further funds whatsoever to PCSO or furnish any other consideration under this MOU and PCSO shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, Public Health shall have the option to either cancel this MOU with no further liability incurring to Public Health, or offer an amendment to PCSO 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. PCSO acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

"Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds from the CDC pursuant to Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC)."

6. **Warranty and Legal Compliance.** The services provided under this MOU shall be completed promptly and competently. PCSO 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 MOU may be amended at any time by mutual agreement of the departments, expressed in writing and duly executed by both departments. No alteration of the terms of this MOU shall be valid or binding upon either department unless made in writing and duly executed by both departments and approved by the Board of Supervisors.

8. **Licenses and Permits.** PCSO represents and warrants to Public Health that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for PCSO to perform its duties and obligations under this MOU. PCSO represents and warrants to Public Health that PCSO shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for PCSO or its principals to perform its duties and obligations under this MOU.
9. **Assignment.** PCSO may not assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of Public Health.
10. **Non-discrimination.** PCSO agrees not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
11. **Choice of Law.** The laws of the State of California shall govern this MOU.
12. **Interpretation.** This MOU is the result of the joint efforts of both parties. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
13. **Integration.** This MOU 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.
14. **Severability.** The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
15. **Headings.** The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
16. **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.
17. **Notice Addresses.** All notices under this MOU 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 OF PLUMAS:**

Zach Gately, Health Education Coord.  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Plumas County Sheriff's Office  
1446 East Main Street  
Quincy, California 95971  
(530) 283-6300

18. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this MOU 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 MOU.
19. **MOU Execution.** Each individual executing this MOU on behalf of PCSO represents that he or she is fully authorized to execute and deliver this MOU.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**COUNTY OF PLUMAS:** a political subdivision of the State of California

By: \_\_\_\_\_

Todd Johns, Plumas County Sheriff  
Plumas County Sheriff's Office

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Clerk, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/4/2021

**EXHIBIT A - SCOPE OF WORK**

Funding is available from Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC).

**Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention**

Milestone 1 - Allocate funds and set up MOU/Contracts with partners that are implementing prevention strategies (testing) in high-risk settings, congregate settings, or within vulnerable populations.

Funds will be used to ensure the jail population has access to COVID-19 testing as needed, which includes surveillance testing and close contact testing.

**EXHIBIT B - FEE SCHEDULE****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

**A. Invoice(s) Shall:**

- 1) Bear the Subcontractors Name and Subcontract Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

**B. Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
#1	January 1, 2021 – March 31, 2021	April 15, 2021
#2	April 1, 2021 – June 30, 2021	July 15, 2021
#3	July 1, 2021 – September 30, 2021	October 15, 2021
#4	October 1, 2021 – December 31, 2021	January 15, 2022
#5	January 1, 2022 – March 31, 2022	April 15, 2022
#6	April 1, 2022 – June 30, 2022	July 15, 2022
#7	July 1, 2022 – September 30, 2022	October 15, 2022
#8	October 1, 2022 – December 31, 2022	January 15, 2023
#9	January 1, 2023 – March 31, 2023	April 15, 2023
#10	April 1, 2023 – July 31, 2023	July 15, 2023

**C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.****D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00).

**EXHIBIT B - FEE SCHEDULE****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

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- 1) Bear the Subcontractors Name and Subcontract Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

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<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
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#7	July 1, 2022 – September 30, 2022	October 15, 2021
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#9	January 1, 2023 – March 31, 2023	April 15, 2021
#10	April 1, 2023 – July 31, 2023	July 15, 2021

**C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.****D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00).

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Agreement by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Plumas County Sheriff’s Office, a political subdivision of the State of California, referred to herein as Business Associate (“BA”).

### 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants 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 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 Consultants, 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 Consultant, 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 of the State of California

Name: Dana Loomis

Title: Director, Public Health Agency

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **BUSINESS ASSOCIATE**

Plumas County Sheriff's Office, a political subdivision of the State of California

Name: Todd Johns

Title: Sheriff

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Memorandum of Understanding

This Memorandum of Understanding is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas County Office of Education, a political subdivision of the State of California, hereinafter referred to as "PCOE".

The parties agree as follows:

1. **Scope of Work.** PCOE shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay PCOE for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to PCOE under this Agreement shall not exceed Sixty Five Thousand Dollars and No/100 (\$65,000.00) (hereinafter referred to as the "Contract Amount").
3. **Term.** The term of this agreement shall be from January 15, 2021 through July 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by PCOE from January 15, 2021 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this MOU 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 MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, Public Health shall have no liability to pay any further funds whatsoever to PCOE or furnish any other consideration under this MOU and PCOE shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, Public Health shall have the option to either cancel this MOU with no further liability incurring to Public Health, or offer an amendment to PCOE 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. PCOE acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

"Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds from the CDC pursuant to Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC)."

6. **Warranty and Legal Compliance.** The services provided under this MOU shall be completed promptly and competently. PCOE 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 MOU may be amended at any time by mutual agreement of the departments, expressed in writing and duly executed by both departments. No alteration of the terms of this MOU shall be valid or binding upon either department unless made in writing and duly executed by both departments and approved by the Board of Supervisors.

8. **Licenses and Permits.** PCOE represents and warrants to Public Health that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for PCOE to perform its duties and obligations under this MOU. PCOE represents and warrants to Public Health that PCOE shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for PCOE or its principals to perform its duties and obligations under this MOU.
9. **Assignment.** PCOE may not assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of Public Health.
10. **Non-discrimination.** PCOE agrees not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
11. **Choice of Law.** The laws of the State of California shall govern this MOU.
12. **Interpretation.** This MOU is the result of the joint efforts of both parties. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
13. **Integration.** This MOU 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.
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15. **Headings.** The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
16. **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.
17. **Notice Addresses.** All notices under this MOU 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 OF PLUMAS:**

Zach Gately, Health Education Coordinator  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**PCOE:**

Plumas County Office of Education  
1446 East Main Street  
Quincy, California 95971  
(530) 283-6500

18. **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.
19. **MOU Execution.** Each individual executing this Agreement on behalf of PCOE represents that he or she is fully authorized to execute and deliver this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**PLUMAS COUNTY OFFICE OF EDUCATION, a political subdivision of the State of California**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Terry Oestreich, Superintendent

**COUNTY OF PLUMAS:**

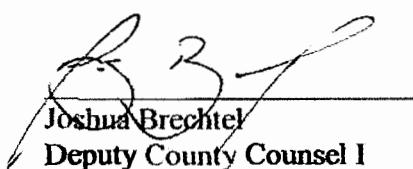
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
8/4/2021  
Joshua Brechtle  
Deputy County Counsel I

**EXHIBIT A – SCOPE OF WORK**

Funding is available from Grant Number: 6 NU50CK000539-01-10 Epidemiology and Laboratory Capacity (ELC).

Strategy 6 - Coordinate and Engage with Partners

Milestone 1 - Partner with local academic institutions through MOU/Contractual agreements to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2.

Funds will be used to partner with PCOE through this agreement to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2 through the hiring of a school nurse.

**EXHIBIT B - FEE SCHEDULE****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the PCOE for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

**A. Invoice(s) Shall:**

- 1) Bear PCOE Name and MOU Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

**B. Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
#1	January 1, 2021 – March 31, 2021	April 15, 2021
#2	April 1, 2021 – June 30, 2021	July 15, 2021
#3	July 1, 2021 – September 30, 2021	October 15, 2021
#4	October 1, 2021 – December 31, 2021	January 15, 2022
#5	January 1, 2022 – March 31, 2022	April 15, 2022
#6	April 1, 2022 – June 30, 2022	July 15, 2022
#7	July 1, 2022 – September 30, 2022	October 15, 2022
#8	October 1, 2022 – December 31, 2022	January 15, 2023
#9	January 1, 2023 – March 31, 2023	April 15, 2023
#10	April 1, 2023 – July 31, 2023	July 15, 2023

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Sixty Five Thousand Dollars and No Cents (\$65,000.00).

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Agreement by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Plumas County Office of Education, a political subdivision of the State of California, referred to herein as Business Associate (“BA”).

### 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(c)(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 Consultants, 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 Consultants 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 Consultants 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(c).

**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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants) 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 Consultants 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 Consultants 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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants 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 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 Consultants, 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 Consultant, 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 of the State of California

Name: Dana Loomis

Title: Director, Public Health Agency

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### BUSINESS ASSOCIATE

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

Name: Terry Oestreich

Title: Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Constant and Associates Incorporated, a California Corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. **Scope of Work.** Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty Nine Thousand Nine Hundred Thirty Five Dollars and No/100 (\$29,935.00) (hereinafter referred to as the "Contract Amount").
3. **Term.** The term of this agreement shall be from August 15, 2021 through December 15, 2021 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Constant and Associates, inc. from August 15, 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor 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. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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 Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Lori Beatley, Health Education Coordinator  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971

**SUBCONTRACTOR:**

Constant and Associates, Inc.  
3655 Torrance Blvd., Suite 430  
Torrance, California 90503

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas Crisis Intervention and Resource Center agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Constant and Associates, Inc., a California Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Renee Michelle Groblewski  
Chief Executive Officer and Secretary

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_

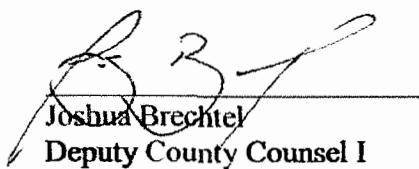
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Clerk, Plumas County Board of Supervisors

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

Date: 8/4/2021

## EXHIBIT A - SCOPE OF WORK

### PROJECT INITIATION

To initiate the project, CONSTANT will conduct a Project Kick-Off Meeting. The purpose of the Project Kick-Off Meeting is to confirm that the project is underway, provide an overview, preset a draft Project Management Plan to include the Work Plan, identify key stakeholders, clarify the main areas or issues that should be covered in the AAR and corrective action plan (CAP), and review the proposed timeline for completing the AAR and CAP. Based upon this meeting, CONSTANT will refine the schedule and deliver the revised Project Management Plan.

### DATA COLLECTION

In order to craft an AAR that is accurate, recommendation-oriented, and ultimately help to increase the resilience of the Plumas County Public Health Agency, and the community at large, it is imperative that a comprehensive system be used to gather information on the challenges incurred, response actions taken, outcomes, and preparedness activities.

As such, CONSTANT will use a multi-pronged approach to gather a wide breadth of information to develop the AAR and CAP as described below.

#### Online Surveys

Plumas County Public Health Agency staff are and will continue to be very busy with ongoing COVID-19 response and recovery efforts. As such, CONSTANT will seek opportunities to obtain information as efficiently as possible. We recommend the use of online survey tools, incorporating specific, targeted questions designed to gather insightful feedback in a manner that is minimally invasive. CONSTANT will distribute surveys to Plumas County Public Health Agency staff and other key stakeholders as desired.

Data from the surveys will be organized into recurring themes by CONSTANT and presented to Plumas County Public Health Agency Project Managers. The online surveys serve two purposes: 1) provides mechanisms for a wide net of stakeholders to contribute to the AARs, and 2) enables us to identify what the large and sensitive issues are ahead of virtual debriefings so that we can structure and prepare for those meetings accordingly.

#### Documentation Review

Plumas County Public Health Agency will provide relevant documents for CONSTANT to review and analyze. This may include pandemic plans, Emergency Operations Plans (EOP) and other relevant annexes, documentation from the California Department of Public Health, the Governor's Office, and Federal agencies, continuity of operations

(COOP)/continuity of government (COG) plans, DOC plans and any other plans, policies and standard operating procedures (SOPs) that are activated, alongside open source information as desired by Plumas County Public Health Agency. We will also review documentation developed during response and recovery, that will include incident action plans (IAPs), situation reports, resource requests, incident logs, dispatch summaries, memos about response, training and exercise calendars, and so forth, to perform an analysis of activities and references.

#### **Debriefing**

We will coordinate and facilitate one (1) in-person after action debriefing. We will provide a lead facilitator and one (1) notetaker for the meeting. CONSTANT will ensure that our facilitators are well briefed on outcomes of the survey and prepared for the discussion. The debriefing will be structured in a manner that allows for feedback, discussion, and provides a forum to ask questions.

#### **Interviews**

We will conduct up to 10 virtual individual or small-group interviews with individuals, agencies, and organizations that were unable to participate in the debriefing. Interviewers will utilize interview tools to support comprehensive and accurate data collection. Though specific interview questions will vary based on the department being interviewed, in general, these interviews will focus on obtaining the following information for the AAR: 1) review of major events that drove response/recovery actions, 2) list of critical preparedness activities that occurred prior to the pandemic, 3) discussion of self-identified areas for improvement as well as key strengths, and 4) ongoing or recent improvements made post-incident, both near and long term.

### **AAR AND CAP DEVELOPMENT AND FINALIZATION**

CONSTANT will produce a comprehensive yet easily digestible AAR and CAP that is reflective of the information gathered and comprehensive analysis. To accomplish this, CONSTANT proposes the following methods.

#### **Iterative Deliveries**

CONSTANT will provide iterative deliveries of AAR content. This includes initial findings from the online surveys such as themes and recurrent findings, a high-level outline of the issues identified during the debriefings, and key findings from interviews. We will provide these items as each event is completed so that Plumas County Public Health Agency can immediately see what the issues are as they are identified. This also provides Plumas County Public Health Agency with an opportunity to provide additional insights where clarification may be needed. Each deliverable will inform the next – our Kick-Off Meeting will help to shape the online survey questions, the online survey results will inform the approach and conduct of the debriefing, feedback from the debriefing will help to streamline the information we seek in the interviews, and

so on. Across all of these activities, we will review and re-review preparedness resources, response documentation, and open source information.

### **Report Outlines**

Based on the information gathered and corresponding analysis, CONSTANT will craft an outline for the AAR. The outline will include heavy annotation so that Plumas County Public Health Agency can readily see the concepts that will be included under each heading and subheading and make adjustments as needed.

### **Initial Draft**

Once the outline has been approved, CONSTANT will further build out the AAR to provide an account of pandemic activities thus far, identify areas of near and long term improvement, and present a road map for improvements that may be needed. The AAR will be developed as a 70% solution and ready for comment by stakeholders. This will also include draft concepts of graphics, callouts, figures, and tables. We will provide the AAR first to Plumas County Public Health Agency to review for accuracy, political sensitivities, and to help inform the direction of the After Action Meetings. We will incorporate any adjustments that need to be made to the draft AAR at this juncture and note any areas that need to be further clarified or discussed during the After Action Meeting.

### **After Action Meeting**

The approved draft AAR will be shared with After Action Meeting participants in advance of the meeting date at the discretion of Plumas County Public Health Agency. As with the debriefing, CONSTANT will coordinate and facilitate one (1) in-person After Action Meeting. We will prepare to have the same support staff from the debriefing serve for the After-Action Meeting and ensure that the facilitators are intimately familiar with the draft AAR contents and prepared for the discussions. During the meeting, CONSTANT will highlight key findings and outcomes in the AAR and solicit feedback for the CAP. Our goal will be to review, validate, and obtain support for the actions and strategies outlined in the corrective action plan matrix. CONSTANT recommends that department heads and senior leaders for key agencies and tribes be engaged at this juncture to provide feedback on the contents of the AAR before they are finalized. If they are unable to attend the meeting, feedback can be provided via email.

### **Final Draft**

CONSTANT will refine and revise the AAR based on meeting outcomes. Any ambiguities or discrepancies in the revisions will be vetted with Plumas County Public Health Agency. The approved documents will be professionally formatted to include style, graphics and other aesthetics. Once approved, CONSTANT will format the document and then resubmit it for approval.

**EXHIBIT B - FEE SCHEDULE & BUDGET****Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual services rendered in accordance with the Scope of Work (Exhibit A) attached.

## A. Invoice(s) Shall:

- 1) Bear the Subcontractors Name and Subcontract Number.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Invoice(s) must be signed by authorized personnel.

## B. Invoice(s) Schedule:

Subcontractor will invoice on a monthly basis.

## C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

## D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twenty Nine Thousand Nine Hundred Thirty Five Dollars and No Cents (\$29,935.00).

**BUDGET**

Plumas County Public Health Agency COVID-19 After Action Report/ Corrective Action Plan		Rate	Online Surveys	Documentation Review	Debriefings	Interviews	AAR + CAP Writing	After Action Meeting	Totals Hours	Total Cost
Labor Category	Staff Assigned									
Executive Sponsor	Ashley Slight	\$175.00	0	0	0					\$ -
Project Manager	Jessica Driskill	\$110.00	15	25	10	18	50	10	128	\$ 14,080.00
Deputy Project Manager	Amanda Ozaki-Laughon	\$95.00	10	15	10	12	40	12	99	\$ 9,405.00
Editor/Researcher/Graphics	Tracy To	\$95.00	0	0	0	5	25	-	30	\$ 2,850.00
		Total Hours	25	40	20	35	115	22	257	\$ 26,335.00
<b>ODCs</b>										
Reproduction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Travel			\$ -	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	\$ 3,600.00		
Total ODCs		\$ -	\$ -	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	\$ 3,600.00		
Labor Cost		\$ 2,600.00	\$ 4,175.00	\$ 2,050.00	\$ 3,595.00	\$ 11,675.00	\$ 2,240.00	\$ 26,335.00		
Labor + ODCs:		\$ 2,600.00	\$ 4,175.00	\$ 3,850.00	\$ 3,595.00	\$ 11,675.00	\$ 4,040.00			\$ 29,935.00

- CONSTANT will also engage in periodic 30 minute check-in calls with the Plumas County Public Health Agency (Lori Beatley) throughout the project to collect feedback and track project milestones. These check-in calls will not exceed four hours total across the timeline of the project.
- The staff rates included in the quote below are inclusive of other direct costs except for travel fees. Travel costs provided include two in-person trips – one for the Debriefing and one for the After Action Meeting. It is assumed that all other meetings and/or interviews will take place virtually.
- The majority of project hours will be completed by the Project Manager, Deputy Project Manager, Project Sponsor, and supporting research staff. Additional interviewer and contributing writer support will be available as project tasks demand during the timeline.
- CONSTANT reserves the right to shift hours and staff as needed between deliverables based on staff availability and project timeline to ensure timely project completion.



# 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:** August 4, 2021  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting of August 17, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00119 between the Plumas County Sheriff's Office (PCSO) and Redwood Toxicology Laboratory, Inc. a California Corporation for payments, services provided by Redwood Toxicology Laboratory Inc. from June 1, 2021 to date of approval in the amount of \$9,999.

**Background and Discussion:**

Approve for payment, services provided by Redwood Toxicology Laboratory, Inc from June 1, 2021 to date of approval of this agreement.

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 REDWOOD TOXICOLOGY LABORATORY, INC., a California 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 Nine Thousand Nine Hundred Ninety-Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2021, and shall remain in effect through May 31, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 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. Each party agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions.
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. Contractor agrees to and shall indemnify and hold harmless County, its officers, directors, agents, and employees ("County Indemnified Parties") from and against any and all

liabilities, losses, proceedings, actions, damages, claims, or expenses of any kind (including costs and reasonable attorneys' fees) (collectively, "Losses"), which result from any third party claim relating to bodily injury to or death of any person or damage to real or tangible property, to the extent proximately caused by Contractor's negligence, recklessness, or willful misconduct in the performance of this Agreement or the County Indemnified Party's use of the Product in accordance with its product insert, except to the extent of any negligence, recklessness, willful misconduct, or breach on the part of County Indemnified Parties or a Third Party.

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 ten million dollars (\$10,000,000) per occurrence and in the aggregate.
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury.
- 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 10; and
  - ii. Any insurance limitations are independent of and shall not limit the Indemnification terms of this Agreement; and
  - iii. 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 10; and
- 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 and such consent shall not be unreasonable withheld. The foregoing shall not apply to any work to be performed by an affiliate of contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with the Contractor.
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:

Sheriff's Office County  
of Plumas 1400 East  
Main StreetQuincy, CA  
95971  
Attention: Investigations Sergeant Steve Peay

Contractor:

Redwood Toxicology Laboratory  
3650 Westwind Blvd.  
Santa Rosa, CA 95403  
Attention: Contract Manager

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. **NOTE: Only for contracts in excess of \$10,000.**
25. 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:**

COUNTY INITIALS

**COUNTY:**

- 4

COUNTY INITIALS

Redwood Toxicology Laboratory, Inc.,  
A California corporation

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

By: \_\_\_\_\_

Name: Mary Tardel

Title: Director Government Services

Date signed:

By: \_\_\_\_\_

Name: Todd Johns

Title: Sheriff-Coroner

Date signed:

ATTEST:

By: \_\_\_\_\_

Name: Heidi Puttman

Title: Clerk of the Board of Supervisors

Date signed:

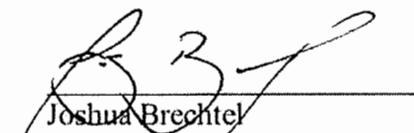
By: \_\_\_\_\_

Jeff Engel, Chair

Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/4/2021

## **EXHIBIT A**

### **Scope of Work**

1. Contractor will provide, upon request/order by the County on an as needed basis, urine drug screening for Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC. Initial screening of Contractor's standard laboratory tests is performed by enzyme immunoassay (EIA). Confirmation is performed by a secondary method, including; gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on drug class.
2. Upon request by the County, Contractor will provide GC-MS confirmation of positive drug screens. Upon request by the County, Contractor will provide confirmation of Benzodiazepines and Oxycodone by liquid chromatography/tandem mass spectrometry(LC-MS/MS).
3. Upon request by the County, Contractor will provide urine testing for Ethyl Glucoronide(EtG) and Ethyl Sulfate (EtS) alcohol metabolite. EtG/EtS is screened, confirmed and quantitated by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
4. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen labels, urine specimen bottles, chain of custody forms and security seals. Pre-pad mailer boxes for specimens sent to the laboratory are provided when fewer than five (5) specimens are sent to Contractor at one time.

Next day air service supplies are provided when five (5) or more specimens are sent in one overnight lab pack bag or box at one time. Less than five (5) specimens sent in to the lab at one time by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment. Outbound shipping and handling of Contractor lab supply orders

will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.

5. Reporting by internet through Contractor's reporting website <https://toxaccess.redwoodtoxicology.com> is default method. Fax summary and/or hard copy reports will be provided upon request.
6. Contractor will confirm all positive tests by the methods indicated in Sections 1 through 3 above. Turnaround times are as follows:

### **Urine Drug Testing**

- Negative results for basic *urine* tests (non-esoteric) are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor.
- Confirmed positive results or esoteric testing requiring GC-MS, LC-MS/MS or GC-FID will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

### **Oral Fluid Drug Testing**

- Negative results for oral fluid screens are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) to Contractor.
- Confirmed positive results by GC-MS or LC-MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

Positive specimens will be saved for three (3) months.

7. Contractor will provide County with court representation/testimony at a cost of seven hundred (\$700.00) per day plus travel, a daily meal per-diem and hotel cost not to exceed the County and State rates, and any other related travel cost.
8. Contractor will sell to County, upon request/order by the County, onsite drug and/or alcohol screening devices ("Product") as designated in Attachment A to Exhibit B at the prices set forth thereon. Collection and shipping supplies are available for the Product. Supplies include requisition forms, specimen labels, urine specimen bottles or collection beakers. Chain of custody forms and security seals.
9. The County shall read and follow all of the instructions for use supplies with the Product. The County further acknowledges that the Product is a screen only, and that the Contractor strongly recommends the confirmation of any positive screen result by appropriate, recognized laboratory confirmation methodology before taking any action deemed adverse to the specimen donor.

## **EXHIBITB**

### **Terms of Payment**

1. Contractor shall charge the County for the Work in accordance with the Fee Schedule attached hereto as Attachment A. Contractor shall invoice the County monthly. Invoices for Product are sent separately from laboratory services invoices. Laboratory service fees are not included on the invoices for Products.
2. Shipping and handling of Product orders will be assessed on an 'at cost' basis.
3. The County shall pay all undisputed invoices within thirty (30) days of the County's receipt of the invoice.
4. Any order of Product received by the County shall be deemed accepted by the County unless the County notifies Contractor in writing within twenty days of receipt of the Product that the County rejects the order in whole or in part and states the reason for said rejection. The County understands that the Product has a limited shelf life and that the delayed return of Product for reasons other than being either non-conforming or defective places commercial limitations on the resale of said Product to other purchasers.
5. Any order rejected by the County on the basis that the product is either non-conforming or defective may be returned to Contractor for full credit or replacement.
- 6.. Any Product returned for any other reason shall be subject to a restocking fee equal to twenty percent (20%) of said order.
7. Contractor will not increase fees for a period of one year, commencing with the date of this agreement. At the Renewal of contract, Contractor is permitted to increase then-current pricing in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to County. Thereafter, increases shall not be more frequent than one-year intervals. Increases shall become effective with sixty (60) days written notice.
8. Contractor shall furnish to the County such information as may be requested which relates to the services described in this contract. The service provider shall provide reasonable access to all records, books, reports and other necessary data and information needed to accomplish reviews of services and expenditures.

\_\_\_\_\_COUNTY INITIALS

CONTRACTOR INITIALS\_\_\_\_\_

**Attachment A**

**Fee Schedule**

See attached

**Abbott**

3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T +1 800 255 2159  
F +1 707 577 8102

**Exhibit B-1**  
**Pricing Schedule**  
**Plumas County Probation Department**  
**Effective July 1, 2021**

**Section I: Laboratory Drug & Alcohol Testing Services - Urine****URINE LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
R96	Urine 9 Panel ALC,AMP,BAR,BZO,CO,COC,CR,OPI,OXY,THC - Screen Only	\$10.00
Various	GC-MS, LC-MS/MS Standard Urine Confirmation - cost per drug	\$12.50
5047	GC-FID Alcohol Confirmation	\$15.00
SP71	Urine 2 Panel HCG,SG	\$9.50
P69	Urine 3 Panel CR,PH,SG	\$5.50

*Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.*

*When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.*

**URINE LAB TESTS - SPECIALTY DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	\$5.00
5292	Buprenorphine - Confirmation Only	\$25.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$12.50
5747	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Confirmation Only	\$15.00
2101	Fentanyl - Screen Only	\$6.00
5504	Fentanyl - Confirmation Only	\$40.00
5560	Gabapentin - Confirmation Only	\$90.00
5960	Kratom Confirmation Only	\$75.00
1163	LSD - Confirmation Only	\$35.00
091	Tramadol - Screen Only	\$10.00
5212	Tramadol - Confirmation Only	\$35.00

**URINE LAB TESTS - SPECIALTY DRUG PANELS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$30.00
8474	Synthetic Marijuana (K2/Spice) Premium Panel	\$35.00
5554	Fentanyl Premium Panel	\$40.00

**Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids****ORAL FLUID LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$15.00
9521	Oral Fluid 8 Panel AMP,BAR,BZO,CO,COC,MTD,OPI,PCP,THC - Screen + Auto Confirm of Positives	\$16.48

*Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.*

*When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.*

**Abbott**

3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T +1 800 255 2159  
F +1 707 577 8102

**Exhibit B-1**  
**Pricing Schedule**  
**Plumas County Probation Department**  
**Effective July 1, 2021**

**Section IV: Rapid Drug & Alcohol Screening Devices****PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$3.75	\$93.75
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$3.75	\$93.75
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$3.75	\$93.75
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$3.75	\$93.75

**ICUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2069	8	ICup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	\$2.88	\$72.00

**REDICUP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0026	4	RC 04 COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0027	5	RC 05 BZO/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0028	5	RC 05 COC300/MAMP1000/MOP300/PCP/THC	\$2.25	\$56.25
01 102 0121	5	RC 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0029	6	RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$2.48	\$62.00
01 102 0135	6	RC 06 AMP1000/BZO/COC300/MAMP1000/MTD/OPI2000/THC	\$2.48	\$62.00
01 102 0058	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	\$3.20	\$80.00
01 102 0059	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC	\$3.20	\$80.00
01 102 0137	10	RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$3.20	\$80.00

**ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THCS0/TRA200 - FFUO**	\$4.75	\$118.75
01 501 0016	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2-30/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THCS0/TRA200	\$5.50	\$137.50

**ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - FFUO**	\$6.76	\$169.00

**ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0070	12	CUP AMP500/BUP10/BZO300/COC150/ETG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 w/ adulteration (CR, pH, SG) - FFUO**	\$3.65	\$91.25

**SALIVA/BREATH ALCOHOL PRODUCTS**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 532 0020	N/A	ACON Breath Alcohol Device 02 (20/box)	\$2.34	\$46.80

**COLLECTION SUPPLIES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	90 ml Urine Collection Bottle with Built-In Temp Strip	\$0.00	\$0.00
031380	N/A	6.5 oz / Graduated Beaker	\$0.00	\$0.00
031258	N/A	Temperature Strip	\$0.00	\$0.00

**Device Order Shipping & Handling:** Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

\*\*Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

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# 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:** August 4, 2021

**TO:** Honorable Board of Supervisors *TS*

**FROM:** Sheriff Todd Johns *On for 1A1*

**RE:** Agenda Items for the meeting of August 17, 2021

**It is recommended that the Board:**

Approve and sign amendment to contract #PCSO00114 between the Plumas County Sheriff's Office (PCSO) and The Pape Group, Inc.

**Background and Discussion:**

The term of this contract is 04/01/21 – 03/31/22. The purpose of this contract is for Kenworth, equipment, and repair. Western Nevada Kenworth was sold to/purchased by The Pape Group, Inc the parties desire to change the agreement.

Agreement has been approved as to form by County Counsel.

PCSO 00014

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND THE PAPÉ GROUP, INC.**

This First Amendment to Agreement ("Amendment") is made on July 12, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and The Papé Group, Inc, an Oregon corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Western Nevada Kenwourth have entered into a written Agreement dated April 1, 2021 (the "Agreement"), in which Western Nevada Kenwourth agreed to provide Kenwourth Repair, and services to Plumas County.
  - b. Because Western Nevada Kenwourth was sold to/purchased by The Papé Group, Inc the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. This Agreement is made this 1st day of April 2021, 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 The Papé Group, Inc. a Oregon corporation (hereinafter referred to as "Contractor").
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 1, 2021, shall remain unchanged and in full force and effect.

[

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

**CONTRACTOR:**

The Pape' Group, Inc.

By: \_\_\_\_\_

Name: Randall Pape  
Title: CEO  
Date:

By: \_\_\_\_\_

Name: Seth Smythe  
Title: Secretary  
Date:

**COUNTY:**

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

By: \_\_\_\_\_

Name: Todd Johns  
Title: Sheriff-Coroner  
Date signed:

**ATTEST:**

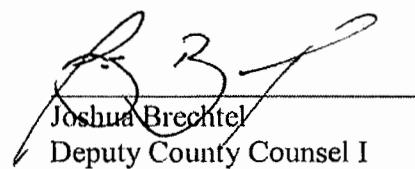
By: \_\_\_\_\_

Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors  
Date signed:

By: \_\_\_\_\_

Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

8/4/2021



2D3

# 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: August 4, 2021

TO: Honorable Board of Supervisors *P*

FROM: Sheriff Todd Johns *On for 1A1*

RE: Agenda Items for the meeting of August 17, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00048 between the Plumas County Sheriff's Office (PCSO) and NMS Labs, for payments, services provided by NMS Labs, from July 1, 2021 to date of approval in the amount of \$9,999.

**Background and Discussion:**

Approve for payment, services provided by NMS Labs from July 1, 2021 to date of approval of this agreement. The purpose of this contract is for Portmortem Toxicology.

Agreement has been approved as to form by County Counsel.

PCSO00048



## LABORATORY SERVICES AGREEMENT

Agreement No. 1000071-WASH

National Medical Services, Inc. d/b/a NMS Labs ("NMS Labs") located at 200 Welsh Road, Horsham, PA 19044, agrees to provide laboratory testing and related services for County of Plumas, a political subdivision of the state of California, by and through its Sheriff's Department pursuant to the terms and conditions of this Agreement.

### I. SERVICES PROVIDED

- a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.
- b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

### II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement is 7/01/21 and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from 7/01/21 and ending on the Completion Date of 6/30/23, unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by NMS Labs from July 1, 2021 to the date of approval of the Agreement by Board of Supervisors.

### III. COMPENSATION

NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A and B.

### IV. USE OF SUBCONTRACTORS

- a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.
- b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))

### V. USE OF NMS NETWORK LABS

Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its ANSI National Accreditation Board (ANAB) and/or *International* ISO17025 accredited network laboratories to perform all or part of the work performed under this agreement.

### VI. CLIENT RESPONSIBILITIES

- a. Client's personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.
- b. Client shall adhere to the sample requirements set forth by NMS Labs located at: <http://www.nmslabs.com/sample-submission/>.
- c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs' sample submission requirements, NMS Labs will proceed with the following action:

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential

- 1) Provide notice to Client that testing cannot be performed on the samples provided by Client and;
- 2) Stop all work under the current Agreement until Client takes action to amend the current Agreement

Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

## VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

## VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with thirty (30) days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

## IX. PAYMENT

- a. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.
- b. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1 %) per month or the maximum rate that the law permits, whichever is less.
- c. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.
- d. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

## X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

## XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

## XII. CONFIDENTIALITY

Each party shall hold all Confidential Information in confidence. Neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement "Confidential Information" means all information and know-how of a scientific, technical, operational or economic nature, the results of analysis provided hereunder and all Innovations.

Confidential Information shall not include (i) information generally available to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain through no fault of a party, and (iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that NMS Labs may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

### **XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS**

- a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware or software.
- b. Client agrees that all Innovations will be the sole and exclusive property of NMS Labs. Client hereby assigns all of Client's rights, title or interest in the Innovations and in all related patents, copyrights, trademarks, trade secrets, rights of priority and other proprietary rights to NMS Labs. At NMS Labs' request and expense, during and after the term of this Agreement, Client will assist and cooperate with NMS Labs in all respects and will execute documents, and, subject to Client's reasonable availability, give testimony and take further acts requested by NMS Labs to obtain, maintain, perfect and enforce for NMS Labs patent, copyright, trademark, trade secret and other legal protection for the Innovations. Client hereby appoints the President of NMS Labs as attorney-in-fact to execute documents on each of its behalf for this purpose. Client agrees to execute and deliver to NMS Labs such further instruments or documents as may be requested by NMS Labs in order to effectuate the purposes of this Section. This Section shall survive any termination or expiration of this Agreement.

### **XIV. NO OTHER WARRANTIES**

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

### **XV. LIMITATION OF LIABILITY AND DAMAGES**

IN NO EVENT SHALL NMS LABS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS), WHETHER THE BASIS OF THE LIABILITY IS IN BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY

OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. ACTIONS COVERED HEREIN INCLUDE BUT ARE NOT LIMITED TO; MISHANDLING OR LOSS OF PATIENT SAMPLES OR THE MISHANDLING OR LOSS OF PATIENT INFORMATION INCLUDING TESTING RESULTS. THE LIABILITY OF NMS LABS TO CLIENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF COMPENSATION RECEIVED BY NMS LABS FROM CLIENT HEREUNDER DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH DAMAGES WERE INCURRED. THE PARTIES INTEND TO HAVE THIS LIMITATION OF LIABILITY SURVIVE ANY DETERMINATION THAT THE EXCLUSIVE REMEDIES PROVIDED TO CLIENT HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### XVI. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereto or any of their respective family members), arising out of, incident to, or in connection with such party's infringement of any third party's Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

#### XVII. FORCE MAJEURE

NMS Labs shall not be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

#### XVIII. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed under the laws of the Commonwealth of California without regard to that state's conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of the State of California, County of Plumas, or, if it has or can acquire jurisdiction, in the United States District Court of the Eastern District of California, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that all claims with respect to such actions or proceedings shall be heard and determined only in any such court and agrees not to bring any actions or proceedings arising out of or relating to this Agreement in any other court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The non-prevailing party in any action described in this Section shall pay the prevailing party's expenses and costs of such including, but not limited to, the fees and expenses of such party's attorneys and expert witnesses. This Section shall survive any termination or expiration of this Agreement.

#### XIX. HIPAA COMPLIANCE

Each party, represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and

maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this agreement , all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

## XX. EQUITABLE RELIEF

Nothing in this Agreement shall be construed to prevent NMS Labs from seeking or obtaining a preliminary or permanent injunction or other equitable relief in any court of competent jurisdiction in the event of a breach by Client of any provisions of this Agreement. This Section shall survive any termination or expiration of this Agreement. Each party hereby represents and warrants to the other party that such party has caused this Agreement to be executed and delivered by a duly authorized representative of such party.

## XXI. Notices

### 1. All Notices will be in writing and addressed as follows:

To National Medical Services, Inc.:

ATTN: Andrew Nolan  
Vice President of Finance  
200 Welsh Road  
Horsham, PA 19044

To Client:

Attn: Holly Taylor  
1400 E. Main Street  
Quincy, CA 95971  
Email:  
530-283-6375

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party's Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

## XXII. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will

Account Number(s): 40566  
Effective Date: 7/1/2021  
Expiration Date: 6/30/2023



negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.

### XXIII. ASSIGNMENT

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of NMS Labs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

NATIONAL MEDICAL SERVICES, INC.  
d/b/a NMS Labs

Client (Signature)

Todd Johns  
Name (Print)

Sheriff-Coroner  
Title (Print)

Date

By \_\_\_\_\_  
(Signature)

Jeff Engel  
Name (Print)

Chair, Board of Supervisors  
Title (Print)

Date

By \_\_\_\_\_  
(Signature)

Heidi Putnam  
Name (Print)

Clerk of the Board  
Title (Print)

Date

By \_\_\_\_\_  
(Signature)

Pierre G Cassigneul  
Name (Print)

President & CEO  
Title (Print)

Date

By \_\_\_\_\_  
(Signature)

David Delia  
Name (Print)

CFO  
Title (Print)

Date

Approved as to form:

A handwritten signature in black ink, appearing to read "Gretchen Stuhr".

8/4/2021

Gretchen Stuhr  
Plumas County Counsel

Account Number(s): 40566  
Effective Date: 7/1/2021  
Expiration Date: 6/30/2023



#### EXHIBIT A – PRICING

**Client Billing Address:**  
Plumas County Sheriff's Office  
Attn: Amanda Meisenheimer  
1400 E. Main St  
Quincy, CA 95971

Client Account Number(s): 40566

Pricing Effective Date: 7/1/2021  
Pricing Expiration Date: 6/30/2023

NMS Representative: Camilla Green  
Phone: 1-800-522-6671 ext. 1423  
E-mail: camilla.green@nmslabs.com

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#### SPECIAL PRICING

Acode	Description	Volume	Current Price	Price Under Agreement Effective 7/1/2021
RETURN	Specimen Return/Handling		\$34.00	\$36.00
0171B	Alcohol Screen, Blood		\$32.00	\$34.00
1002B	Carbon Monoxide Exposure Biouptake Screen, Blood		\$54.00	\$57.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)		\$43.00	\$46.00
2143B	Gabapentin, blood		\$95.00	\$101.00
2413B	Inhalants Panel, Solvents and Gases, Blood		\$268.00	\$284.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood		\$305.00	\$323.00
2693U	Metals/Metalloids Acute Poisoning Panel, Urine		\$305.00	\$323.00
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	27	\$118.00	\$125.00
8051FL	Postmortem Toxicology - Basic, Fluid (Forensic)	3	\$186.00	\$197.00
8051SP	Postmortem Toxicology - Basic, Serum/Plasma (Forensic)		\$118.00	\$125.00
8051TI	Postmortem Toxicology - Basic, Tissue (Forensic)		\$213.00	\$226.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)		\$118.00	\$125.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	11	\$199.00	\$211.00
8052FL	Postmortem Toxicology - Expanded,	1	\$293.00	\$311.00

Account Number(s): 40566  
Effective Date: 7/1/2021  
Expiration Date: 6/30/2023



	Fluid (Forensic)			
8052SP	Postmortem Toxicology - Expanded, Serum/Plasma (Forensic)		\$199.00	\$211.00
8052TI	Postmortem Toxicology - Expanded, Tissue (Forensic)		\$326.00	\$346.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)		\$199.00	\$211.00
8092B	Postmortem Toxicology - Expert, Blood (Forensic)		\$361.00	\$383.00
8092FL	Postmortem Toxicology - Expert, Fluid (Forensic)		\$458.00	\$485.00
8092SP	Postmortem Toxicology - Expert, Serum/Plasma (Forensic)		\$361.00	\$383.00
8092TI	Postmortem Toxicology - Expert, Tissue (Forensic)		\$497.00	\$527.00
8092U	Postmortem Toxicology - Expert, Urine (Forensic)		\$361.00	\$383.00
8103B	Environmental Exposure Screen, Blood (Forensic)		\$544.00	\$577.00
8104B	Postmortem Toxicology - Fire Death Screen, Blood (Forensic)		\$385.00	\$408.00

All other testing ordered during this effective period will be billed at 2021 List Price Fees.

Pricing above is based upon the current contract with Washoe County Coroner's office. In the event that their contract is cancelled for any reason, your pricing will be subject to change per your current volume for your office.

#### 1. COVERED ENTITIES

The pricing effective under this agreement is extended to the following entities:

- N/A

Unless specifically identified above, the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Labs.

Account Number(s): 40566  
Effective Date: 7/1/2021  
Expiration Date: 6/30/2023



## EXHIBIT B – CUSTOMIZED TERMS

### 1. TESTIMONY AND TRAVEL COSTS

Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee Schedule.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were:

- NOT tested by NMS Labs

### 2. ADDITIONAL SERVICES

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs' Expert Fee Schedule.

### 3. SAMPLE RECEIPT –

Client will send samples using prepaid FedEx, air bills provided by NMS Labs. Samples shall be sent in accordance with the guidelines detailed in the following link: <http://www.nmslabs.com/sample-submission/>. Samples will be sent to **200 Welsh Road Horsham, PA 19044** so that the shipment arrives between **Monday-Friday**.

**NMS Labs** is responsible for shipping services as outlined above.

### 4. SAMPLE RETENTION/STORAGE

Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Specimens handled as forensic cases shall be retained for 24 months after the final report is issued after which point the samples shall be discarded. To request extended storage of clinical and/or forensic specimen, you must send a written request in advance of the disposal date, including a prepayment of the specimen storage surcharge which will extend the retention period by three (3) months. Each additional three months of storage requires an additional payment. Failure to notify the laboratory in writing of a request for storage beyond the routine periods indicated above and to provide prepayment for extended storage will be considered authorization to discard or destroy the specimen(s).

Under the terms of this agreement, NMS Labs will not store Client's samples that do not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.



## 5. SAMPLE RETURNS

Under this agreement the Client **does not require** samples to be returned.

In order for a Client to have samples returned, the Client will need to submit a written request prior to the expiration of the retention period. The request must include contact information, destination address and phone number and how the samples should be returned in the request.

The Client will be charged an additional fee for returning samples. Fees for returns vary by sample, as does shipping.

## 6. SUPPLIES

NMS Labs will provide the following collection and shipping supplies for work under this agreement:

- a. Requisition form templates in electronic Adobe™ PDF file format
- b. Ancillary Collection Tubes and/or plastic containers
- c. Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

## 7. SPECIAL REPORTING REQUIREMENTS

Should NMS Labs determine that reports required by the Client do not qualify as "standard reports," The Client will be charged an additional fee to prepare these reports.

## 8. SPECIAL BILLING REQUIREMENTS

Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: AUGUST 4, 2021  
TO: THE HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR AUGUST 17, 2021, CONSENT AGENDA  
RE: RENEW A CONTRACT WITH PLUMAS RURAL SERVICES FOR  
FAMILY THERAPY FOR CHILDREN AND FAMILIES IN THE CHILD  
WELFARE SYSTEM

### **It is Recommended that the Board of Supervisors**

Approve and authorize a contract with Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system.

### **Background and Discussion**

The Department of Social Services annually contracts with Plumas Rural Services (PRS) to provide intervention and supportive therapy to children and their families who are in the Child Welfare system (CWS) or who are at risk of coming into the system. Family therapy for these families is a part of the CWS System Improvement Plan. The therapy is targeted to shortening the amount of time that children are placed out of the home and/or keeping children out of the CWS system in the first place. The Department annually contracts with PRS for these services.

### **Financial Impact**

The agreement calls for a total compensation amount that is not to exceed \$50,000 for Fiscal Year 2021-2022. The Department of Social Services approved budget for FY 2021-2022 includes funds to support this agreement. All funds are from state, federal and Realignment sources. There is no impact to the County General Fund.

Copies (memo only: DSS Management Staff)

Enclosure

### 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 Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

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 FIFTY THOUSAND DOLLARS (\$50,000.00).
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 PRS from July 1, 2021, as set forth in Exhibit "A".
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 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. **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:

Plumas County Department of Social Services  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Neal Caiazzo, Director

Contractor:

Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971  
Attention: Michele Piller, Executive Director

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.
25. 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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

**CONTRACTOR:**

Plumas Rural Services, a California Corporation

By: \_\_\_\_\_  
Name: Michele Piller  
Title: Executive Director  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Debbie Shirk  
Title: Fiscal Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Sara James 7/29/2021  
Deputy County Counsel II

**EXHIBIT A****SCOPE OF WORK**

---

The Contractor must possess and maintain a working knowledge of the current best practices in CWS Therapy and have a comprehensive understanding of the issues related to case management of such services. The scope of work includes intake and assessments with CWS parents and intensive weekly therapy sessions as well as intake and assessments with Probation parents and/or children and intensive weekly therapy. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

**The Contractor must:**

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of CWS Therapy.
3. Maintain a commercial physical space in Plumas County for client courses or provide for participation by countywide virtual means.
4. Provide intake and assessment sessions to program clients in need of these services and as referred by the Department of Social Services.
5. Provide therapy sessions within the scope of CWS Therapy to meet case plan goals.

**REPORTING REQUIREMENTS**

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post CWS Therapy Surveys;
2. Quarterly implementation report which must include at least the following:
  - a. Evaluation of services;
  - b. Analysis of progress toward previously established goals and outcomes;
  - c. Changes in staff, accreditations and training needs (if any);
  - d. Outreach activities, identified issues and responses, developing issues, and opportunities;
  - e. Number of families served during the reporting period;
  - f. Number of children served during the reporting period;
  - g. Number of parents/caregivers served during the reporting period;
  - h. Total number of therapy sessions held;
  - i. Number of entries to/exports from therapy;
  - j. Number of clients unserved with reason(s) and any identified barriers to service; and
  - k. Client demographic information upon request.
3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one client success story.

**EXHIBIT B****FEES SCHEDULE**

<b>Fees are as follows:</b>	
<b>Enrollment:</b>	<b>\$125.00</b>
<b>Assessment and first appointment:</b>	<b>\$220.00</b>
<b>Therapy hourly rate:</b>	<b>\$110.00</b>
<b>No show:</b>	<b>\$65.00</b>
<b>TOTAL EXPENSES, per this Agreement, not to exceed:</b>	<b>\$50,000.00</b>

**Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.**



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

**DATE:** AUGUST 4, 2021

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

**SUBJ:** BOARD AGENDA ITEM FOR AUGUST 17, 2021

**RE:** APPROVAL OF AGREEMENT WITH PLUMAS RURAL SERVICES  
FOR CALWORKS CHILD CARE SERVICES

**It is Recommended that the Board of Supervisors:**

Approve a continuing contract with Plumas Rural Services for CalWORKs child care services for FY 2021-2022.

**Background and Discussion:**

The Department of Social Services has a continuing agreement with Plumas Rural Services, Inc. (PRS) to administer the child care services that are provided to recipients of CalWORKs cash assistance while they are participating in the mandatory Welfare-to-Work activities. As the state-recognized Alternate Payment Program (APP) administrator for all child care programs, PRS has the administrative and program resources that are necessary to carry out this work.

The services provided by PRS include information and referral, processing payments to child care providers and coordinating or delivering training to providers of child care. The agreement before your Board today contains a clause that allows for a two extensions for an additional twelve month periods. Such extensions would be subject to the availability of state funding for the additional terms and an agreement regarding compensation.

**Financial Impact:**

The total value of this contract is \$233,129.00 for Fiscal Year 2021-2022. Because the local administration of CalWORKs requires a Maintenance of Effort for all programs the funds for child care are from state and Federal sources. The Department's recommended budget for FY 2021-2022 contains sufficient funding for this agreement. The contract includes language for immediate termination in the event that state funds are not available for it.

**Other Agency Involvement**

County Counsel has reviewed the agreement and has approved it as to form.

Copy: PCDSS Management Staff (w/o enclosure)  
Ms. Michelle Pillar, Executive Director, PRS (w/o enclosure)

Enclosure

## 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 Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services for CalWORKs Stage I Childcare 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 maximum reimbursable amount during the twelve-month term of this Agreement for the combined activities of the two components identified Exhibit A is anticipated to be TWO HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$233,129.00). **(To the extent that adoption of a State budget for FY 2021-2022 changes this figure to a lesser amount, the parties will meet to negotiate the execution of an amended maximum reimbursement amount).**
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 PRS from July 1, 2021, as set forth in Exhibit "A".
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 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. 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:

Plumas County Department of Social Services  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Neal Caiazzo, Director

Contractor:

Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971  
Attention: Michele Piller, Executive Director

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.
25. 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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

**CONTRACTOR:**

Plumas Rural Services, a California  
Corporation

By: \_\_\_\_\_  
Name: Michele Piller  
Title: Executive Director  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Debbie Shirk  
Title: Fiscal Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

  
7/29/2021  
Sara James  
Deputy County Counsel II

**EXHIBIT A****SCOPE OF WORK****PRS Responsibilities:**

The Contractor must possess and maintain a working knowledge of the current best practices in administering the CalWORKs subsidized childcare program and have a comprehensive understanding of the issues related to providing CalWORKs clients with information regarding subsidized childcare options and processing reimbursements to childcare providers. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Contractor must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of the CalWORKs subsidized childcare program.
3. Maintain a commercial physical space in Plumas County for Participant courses.
4. Increase public awareness of the CalWORKs Subsidized Childcare programs goals to help parents access the assistance they need.
5. Perform the following responsibilities:
  - a. Provide information to CalWORKs clients regarding subsidized childcare options and place all Stage I CalWORKs clients on the Stage II and Stage III eligibility lists, as well as support parents to access other subsidized childcare programs.
  - b. Process reimbursements to childcare providers using vouchers as source documents, making payments to childcare providers in a timely manner for the expense of authorized childcare, with rates that are within 1.5 Standard Deviations of the Mean Market Rate for Plumas County.
  - c. Provide childcare referrals to local childcare providers for those Participants who require assistance in obtaining childcare.
  - d. Provide CalWORKs Participant information regarding what to look for in quality childcare and any required consumer education materials developed by the state.
  - e. Maintain a log of complaints received from parents.
  - f. Submit invoices to PCDSS for childcare support services and administrative costs and childcare provider reimbursement by the 20th of each month for expenses incurred in the previous month.
  - g. Provide data reports as requested by PCDSS and as required by AB 1542.
  - h. Coordinate the transfer of clients between CalWORKs Stages I, II and III childcare funds and subsidized funding in the larger community so as to support continuity of services to eligible children.
  - i. Inform childcare providers of training opportunities to enhance their skills.
  - j. Inform parents and childcare providers of policies regarding circumstances under which providers will not be eligible to receive payment.

**REPORTING REQUIREMENTS:**

The Contract will require, among other duties and responsibilities, the submission of:

1. An annual independent financial audit, which includes the funds payable under this Agreement; and
2. Participant data to the State of California as required by the program.  
CW115 & CW115A: <https://www.cdss.ca.gov/inforesources/Research-and-Data/Report-Form-and-Instructions>

### **PCDSS Responsibilities:**

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare service's needs.
2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare agreements for such participants.
3. Determine the amount of and collect overpayments from participants.
4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Agreement.
5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.
6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.

**EXHIBIT B****PLUMAS RURAL SERVICES**

CalWORKs Stage I Childcare

<b>TOTAL EXPENSES, per this Agreement, not to exceed:</b>	<b>\$233,129.00</b>
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**Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. Invoices will detail amount of vouchers and provide backup information in support of services provided, including direct and administrative services.**



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

**DATE:** AUGUST 5, 2021

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

**SUBJ:** BOARD AGENDA ITEM FOR AUGUST 17, 2021, CONSENT AGENDA

**RE:** APPROVE A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND PLUMAS RURAL SERVICES FOR PROVIDING PARENTING CLASSES

### **It is Recommended that the Board of Supervisors**

Approve a contract between the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home Classes offered to parents of children who are in the Child Welfare system.

### **Background and Discussion**

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the 15 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing skills for being a nurturing parent has been a key component of creating safe and supportive family systems that keep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

### **Financial Impact**

Funding for this agreement comes from the Department's allocation of funds for CWS system improvement and from 2011 Public Safety Realignment. There is no cost to the County General Fund. Under the practice that is in place for these services, PRS invoices the Department periodically for the cost of services.

### **Other Agency Involvement**

County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: DSS Management (memo only)  
Ms. Michele Piller, Plumas Rural Services (memo only)

Enclosure

**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 Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services for Nurturing Parent In-Home Classes 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 FIFTY-SIX THOUSAND DOLLARS (\$56,000.00).
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 PRS from July 1, 2021, as set forth in Exhibit "A".
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 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. 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:

Plumas County Department of Social Services  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Neal Caiazzo, Director

Contractor:

Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971  
Attention: Michele Piller, Executive Director

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.
25. **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.
26. **Force Majeure.** Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

**CONTRACTOR:**

Plumas Rural Services, a California Corporation

By: \_\_\_\_\_  
Name: Michele Piller  
Title: Executive Director  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Debbie Shirk  
Title: Fiscal Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:



7/29/2021

Sara James  
Deputy County Counsel II

**EXHIBIT A****SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in the Nurturing Healthy Families In-Home curriculum and have a comprehensive understanding of the multitude of issues related to parenting and be able to draw from a variety of techniques to customize services. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

**The Contractor must:**

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of Nurturing Healthy Families In-Home services and other evidence based practices.
3. Maintain a commercial physical space in Plumas County for the 8-week client courses or provide for participation by countywide virtual means.
4. Provide 8-week sessions for In-Home Nurturing Parenting classes.
5. Provide assessment, intervention and case management services to clients in need of these services and as referred by the Department of Social Services.
6. Participate in periodic team meetings as necessary to discuss program operations or goals.
7. Provide, on request, an assessment screening document to Plumas County Department of Social Services for parents referred to the program.
8. Identify needs of referred families and develop a prioritized plan for in-home support and additional appropriate resources.
9. Provide intense, one-on-one parenting assistance for families identified and referred by Child Welfare Services. Families can receive services for a period of time identified by the Child Welfare Services social worker and as outlined in the CWS case plan.
10. Conduct curriculum within the scope of Nurturing Healthy Families In-Home classes and other evidence based practices, to enhance the skills, knowledge, and confidence of clients and other evidence based practices.

**REPORTING REQUIREMENTS**

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post Nurturing Healthy Families In-Home class surveys;
2. Quarterly implementation report which must include at least the following:
  - a. Evaluation of services;
  - b. Analysis of progress toward previously established goals and outcomes;
  - c. Changes in staff, accreditations and training needs (if any);
  - d. Outreach activities, identified issues and responses, developing issues, and opportunities;
  - e. Number of families served during the reporting period;
  - f. Number of children served during the reporting period;
  - g. Number of parents/caregivers served during the reporting period;
  - h. Total number of therapy sessions held, if applicable;
  - i. Number of entries to/exits from classes;
  - j. Number of clients unserved with reason(s) including any identified barriers to service; and
  - k. Participant demographic information upon request.
3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one Participant success story.

**EXHIBIT B****PLUMAS RURAL SERVICES****Nurturing Parent In-Home Classes**

<b>Fees are as follows:</b>	
<b>Fee per each Participant for 8 week course:</b>	<b>\$1135.00</b>
<b>TOTAL EXPENSES, per this Agreement, not to exceed:</b>	<b>\$56,000.00</b>

**Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.**



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

2E4

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

**DATE:** AUGUST 4, 2021

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

**SUBJ:** BOARD AGENDA ITEM FOR AUGUST 17, 2021, CONSENT AGENDA

**RE:** APPROVE A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND PLUMAS RURAL SERVICES FOR PROVIDING PARENTING CLASSES

### **It is Recommended that the Board of Supervisors**

Approve a contract between the Department of Social Services and Plumas Rural Services Nurturing Parent classes offered to parents of children who are in the Child Welfare system.

### **Background and Discussion**

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the 15 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing skills for being a nurturing parent has been a key component of creating safe and supportive family systems that keep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

### **Financial Impact**

Funding for this agreement comes from the Department's allocation of funds for CWS system improvement and from 2011 Public Safety Realignment. There is no cost to the County General Fund. Under the practice that is in place for these services, PRS invoices the Department periodically for the cost of services.

**Other Agency Involvement**

County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: DSS Management (memo only)  
Ms. Michele Piller, Plumas Rural Services (memo only)

Enclosure

## **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 Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services for Nurturing Parenting Classes throughout Plumas County 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 \$17,200.00 (SEVENTEEN THOUSAND TWO HUNDRED DOLLARS).
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 PRS from July 1, 2021, as set forth in Exhibit "A".
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. 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:

Plumas County Dept. of Social Services  
Attention: Neal Caiazzo, Director  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.  
Michele Piller, Executive Director  
711 E. Main Street  
Quincy, CA 95971

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. **NOTE: Only for contracts in excess of \$10,000.]**
25. 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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

**CONTRACTOR:**

Plumas Rural Services, a California  
Corporation

By: \_\_\_\_\_  
Name: Michele Piller  
Title: Executive Director  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Debbie Shirk  
Title: Fiscal Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:



7/29/2021

Sara James  
Deputy County Counsel II

**EXHIBIT A****SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in the Nurturing Parenting curriculum and have a comprehensive understanding of the issues related to identifying the empathetic needs of Participants and their child(ren) and how Participants can increase the personal power of their children. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

**The Consultant must:**

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of Nurturing Parenting.
3. Maintain a commercial physical space in Plumas County for client courses or provide for participation by countywide virtual means.
4. Provide eight (8) – week Nurturing Parenting classes to clients in need of these services and as referred by the Department of Social Services.
5. Host community professionals at parenting classes to provide caregivers with information related to critical skills and community resources.
6. Participate in periodic team meetings as necessary to discuss program operations or goals.
7. Increase public awareness of the Nurturing Parenting goals to help parents become positive change agents for their children, set example of positive behavior and enhance the community's capacity to support at-risk children and their families.  
Provide information through quarterly community events, networking, and social media on Nurturing Parenting classes as an evidence-based multi-level parenting and family support strategy.
8. Conduct curriculum within the scope of Nurturing Parenting to enhance the skills, knowledge, and confidence of clients, including, but not limited to:
  - Increasing knowledge of age-appropriate expectations
  - Learning the difference between Praise for Being and Praise for Doing
  - Learning the importance of getting their and their child(ren)'s needs met
  - Developing family morals, values and rules
  - Establishing and utilizing empathic discipline strategies
  - Managing stress and anger and setting an example for their children to follow

**REPORTING REQUIREMENTS**

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post Nurturing Parenting class surveys;
2. Quarterly implementation report which must include at least the following:
  - a. Evaluation of services;
  - b. Analysis of progress toward previously established goals and outcomes;
  - c. Changes in staff, accreditations and training needs (if any);
  - d. Outreach activities, identified issues and responses, developing issues, and opportunities;

- e. Number of families served during the reporting period;
- f. Number of children served during the reporting period;
- g. Number of parents/caregivers served during the reporting period;
- h. Total number of therapy sessions held;
- i. Number of entries to/exits from therapy;
- j. Number of clients unserved with reason(s) and barriers to services, if identified;
- k. Participant demographic information upon request.

3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one Participant success story.

**EXHIBIT B****Nurturing Parenting Classes Countywide**

<b>Fees are as follows:</b>	
<b>Fee per each Participant:</b>	<b>\$170.00</b>
<b>TOTAL EXPENSES, per this Agreement, not to exceed:</b>	<b>\$17,200.00</b>

**Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.**



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

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**NEAL CAIAZZO**  
DIRECTOR

DATE: AUGUST 4, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 17, 2021, CONSENT AGENDA

RE: RENEWAL OF CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND PLUMAS RURAL SERVICES FOR ASSESSMENT, INTERVENTIVE, AND CASE MANAGEMENT SERVICES FOR TANF ELIGIBLE RECIPIENTS

### **It is Recommended that the Board of Supervisors**

Approve a contract between the Department of Social Services and Plumas Rural Services for case management services provided to TANF-eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work.

### **Background and Discussion**

With the enactment of Assembly Bill 1542 of 1997 (the enabling legislation for the state's CalWORKs program) the Legislature approved a separate allocation of TANF block grant funds to counties in the Budget Act which assures that mental health and substance abuse case management services are available to CalWORKs recipients. This funding is intended to provide short term intervention and remedial services to CalWORKs cash recipients when mental health and/or alcohol and drug dependency are barriers to accepting employment.

### **Financial Impact**

The agreement before your Board today provides for total compensation for the current fiscal year of \$28,600. The funds are appropriated in the Department of Social Services approved budget plan for the current year. The source for funding this program is Department of Social Services TANF funds. There is no cost to the General Fund.

### **Other Agency Involvement**

The agreement has been reviewed by the Office of County Counsel and they have also approved it.

Copies: PCDSS Management Staff  
Michele Piller, Plumas Rural Services

Enclosure

### 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 Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for CalWORKs TANF clients 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 TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$28,600.00).
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. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from July 1, 2021, as set forth in Exhibit "A".
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. 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:

Plumas County Dept. of Social Services  
Neal Caiazzo, Director  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.  
Michele Piller, Executive Director  
711 E. Main Street  
Quincy, CA 95971

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. **NOTE: Only for contracts in excess of \$10,000.]**
25. 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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

**CONTRACTOR:**

Plumas Rural Services, a California  
Corporation

By: \_\_\_\_\_  
Name: Michele Piller  
Title: Executive Director  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Debbie Shirk  
Title: Fiscal Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

 7/29/2021  
Sara James  
Deputy County Counsel II

**EXHIBIT A****SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in administering the CalWORKs & TANF programs and have a comprehensive understanding of the issues related to assessment, intervention and case management services to program clients. The Consultant must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

**The Contractor must:**

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of CalWORKs & TANF programs.
3. Maintain a commercial physical space in Plumas County for client courses.
4. Increase public awareness of the CalWORKs & TANF program goals to help parents access the assistance they need.
5. Provide assessment, intervention and case management services to CalWORKs & TANF program clients in need of these services to obtain or retain employment.
6. Participate in periodic team meetings as necessary to discuss program operations or client status.
7. Provide, on request, an assessment screening document to Plumas County Department of Social Services for parents referred to the program.

**REPORTING REQUIREMENTS**

The Contract will require, among other duties and responsibilities, the submission of:

1. Assessment screening documents for parents referred to the program; and
2. Participant data to the State of California as required by the programs.

**EXHIBIT B****CalWORKs & TANF**

<b>Fees are as follows:</b>	
<b>Fee per each Participant per hour:</b>	<b>\$110.00</b>
<b>TOTAL EXPENSES, per this Agreement, not to exceed:</b>	<b>\$28,600.00</b>

**Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.**

# Plumas County Fire Safe Council



## Assistance Programs

The Fire Safe Council secures grant funds from federal, state, and private sources to provide the following services:

### Community Chipping Program

- Free chipping of up to 16 linear feet of woody material if piled along road or accessible driveway
- Available to all residents up to the limits of current funding
- Chipping schedule and guidelines available online at [www.plumasfiresafe.org/chipping](http://www.plumasfiresafe.org/chipping)

**To participate:** submit an application at [www.chipperday.com/plumas](http://www.chipperday.com/plumas)

---

### Senior/Disabled Defensible Space Assistance Program

- Clearance of vegetation and leaf litter from the roof, deck, and within 100 feet of the home for compliance with Public Resources Code 4291
- Available to residents over 65 years of age or with a physical disability
- More information at [www.plumasfiresafe.org/senior-disabled-assistance](http://www.plumasfiresafe.org/senior-disabled-assistance)

**To participate:** contact the program manager, Mike McCourt, at 530-927-5334

---

### Hazardous Fuel Reduction (HFR) Projects

- Thinning of shrubs and small trees (and large trees when appropriate) in areas beyond 100 feet from a structure or on undeveloped lots
- Suitable for large landowners or small parcel owners who want to work with neighbors to treat 100+ acres within a community
- Landowner provides a \$250 per acre cost share for treatment areas
- To request more information contact the FSC Coordinator, Hannah Hepner, at 530-927-5281

**To participate:** submit an application at [www.plumasfiresafe.org/application2](http://www.plumasfiresafe.org/application2)

---

### Plumas Underburn Cooperative

- Citizen-based volunteers assist with prescribed burning on private property
- Landowner prepares site for burning
- Tools, equipment, and burn permit assistance available for members (\$25 annual membership)
- More information at <https://www.plumasfiresafe.org/plumas-underburn-co-op.html>

**To participate:** contact program coordinator, Matt West, at 530-927-5297

---

# Plumas County Fire Safe Council



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**To participate:** contact program coordinator, Matt West, at 530-927-5297



4A

## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*

**MEETING DATE:** August 17, 2021

**SUBJECT:** **RESOLUTION OF INTENTION TO AMEND THE PLUMAS COUNTY 2035 GENERAL PLAN PUBLIC HEALTH & SAFETY ELEMENT TO ADDRESS COMPLIANCE WITH ASSEMBLY BILL 2140**

### **STAFF RECOMMENDATION:**

Adopt Resolution of Intention

### **BACKGROUND:**

The Governor of California on September 29, 2006 approved Assembly Bill (AB) 2140 that added Section 65302.6 and Section 8685.9 to the California Government Code (GC). GC Section 65302.6 authorizes a city, county, or a city and county to adopt with its safety element a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000. GC Section 8685.9 prohibits the state share for any eligible project from exceeding 75% of total state eligible costs unless the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000 as part of the safety element of its general plan, in which case the Legislature may provide for a state share of local costs that exceeds 75% of total state eligible costs.

On June 15, 2021 the Plumas County Board of Supervisors adopted Resolution 21-8596 that adopted the Plumas County Local Hazard Mitigation Plan 2020 Update as an official plan and by reference into the General Plan Public Health & Safety Element in accordance with the requirements of AB 2140. Additionally, Resolution 21-8596 directed the submittal of the adoption resolution to the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) Region IX to enable the Plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2020 and to establish conformance with the requirements of AB 2140.

On June 16, 2021 Plumas County submitted the adoption resolution to Cal OES and FEMA Region IX. On June 23, 2021 FEMA Region IX found the Local Hazard Mitigation Plan 2020 Update to be in conformance and provided final approval.

### **DISCUSSION:**

To complete the process for compliance with AB 2140, the General Plan Public Health & Safety Element is required to be amended to include language stating the Local Hazard Mitigation Plan was developed in accordance with the Disaster Mitigation Act of 2000 and follows FEMA's Local Hazard Mitigation Plan guidance, in addition to including a hyperlink to the Plumas County web page URL where the Local Hazard Mitigation Plan 2020 Update can be found.

Additionally, GC Sections 65302.5(a) and 65302.5(b)(1) require the submittal of an amendment to the General Plan Public Health & Safety Element to the Geological Survey Division of the California Department of Conservation, the State Board of Forestry and Fire Protection, and every local agency that provides fire protection in the unincorporated area of Plumas County.

The below 4 steps outline what is required to become AB 2140 complaint. Steps 1 and 2 are complete. Steps 3 and 4 will be initiated with the adoption of the Board of Supervisors Resolution of Intention to amend the Public Health & Safety Element.

1. Submit proof of LHMP adoption to Cal OES' Local Hazard Mitigation Planning Division.
2. Adopt the 2020 FEMA-approved LHMP Update by reference into the Plumas County 2035 General Plan Public Health & Safety Element.
3. Update the Plumas County 2035 General Plan Public Health & Safety Element with language referencing the 2020 LHMP Update.
4. Provide a web-link on the Planning Department's General Plan webpage to the County OES webpage where the 2020 LHMP Update can be found.

Becoming AB 2140 compliant qualifies the County for additional state funding up to 100% for public assistance projects that are funded through the California Disaster Assistance Act (CDAA). State funding is usually capped at 75%. Becoming AB 2140 compliant makes Plumas County eligible to receive up to 100% state funding for the local cost share.

The Board of Supervisors Resolution of Intention would:

1. direct the Planning Department to prepare the Draft Amendment to the 2035 General Plan Public Health & Safety Element for compliance with AB 2140;
2. direct the Planning Department to submit the 2035 General Plan Public Health & Safety Element Draft Amendment to the Geological Survey Division of the California Department of Conservation, the State Board of Forestry and Fire Protection, and every local agency that provides fire protection to the unincorporated area of Plumas County; and
3. direct the Planning Department to undertake the general plan amendment process.

**ATTACHMENTS:**

1. Board of Supervisors Resolution of Intention

BOARD OF SUPERVISORS, COUNTY OF PLUMAS

RESOLUTION NO. 2021 – \_\_\_\_\_

**A RESOLUTION OF INTENTION TO  
AMEND THE PLUMAS COUNTY 2035 GENERAL PLAN  
PUBLIC HEALTH & SAFETY ELEMENT  
TO ADDRESS COMPLIANCE WITH ASSEMBLY BILL 2140**

**WHEREAS**, the Governor of California on September 29, 2006 approved Assembly Bill (AB) 2140 that added Section 65302.6 and Section 8685.9 to the California Government Code (GC);

**WHEREAS**, GC Section 65302.6 authorizes a city, county, or a city and county to adopt with its safety element a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000;

**WHEREAS**, GC Section 8685.9 prohibits the state share for any eligible project from exceeding 75% of total state eligible costs unless the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000 as part of the safety element of its general plan, in which case the Legislature may provide for a state share of local costs that exceeds 75% of total state eligible costs;

**WHEREAS**, on June 15, 2021 the Plumas County Board of Supervisors adopted Resolution 21-8596 that resolved to: 1) adopt the Plumas County Local Hazard Mitigation Plan 2020 Update as an official plan, 2) adopt the Plumas County Local Hazard Mitigation Plan 2020 Update by reference into the General Plan Public Health & Safety Element in accordance with the requirements of AB 2140; and 3) submit the adoption resolution to the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) Region IX to enable the Plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2020 and to establish conformance with the requirements of AB 2140;

**WHEREAS**, on June 16, 2021 Plumas County submitted the adoption resolution to Cal OES and FEMA Region IX;

**WHEREAS**, on June 23, 2021 FEMA Region IX completed its review and found the Plumas County Local Hazard Mitigation Plan 2020 Update to be in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6);

**WHEREAS**, to complete the process for compliance with AB 2140, the General Plan Public Health & Safety Element shall be amended to include language stating the Local Hazard Mitigation Plan was developed in accordance with the Disaster Mitigation Act of 2000 and follows FEMA's Local Hazard Mitigation Plan guidance, in addition to including a hyperlink to the Plumas County web page URL where the Local Hazard Mitigation Plan 2020 Update can be found;

**WHEREAS**, GC Section 65302.5(a) requires the submittal of an amendment to the General Plan Public Health & Safety Element to the Geological Survey Division of the California Department of Conservation; and

**WHEREAS**, GC Section 65302.5(b)(1) requires the submittal of an amendment to the General Plan Public Health & Safety Element to the State Board of Forestry and Fire Protection and every local agency that provides fire protection in the unincorporated area of Plumas County.

**NOW, THEREFORE, BE IT RESOLVED BY** the Board of Supervisors of the County of Plumas, State of California that this Board intends to:

1. direct the Planning Department to prepare the Draft Amendment to the 2035 General Plan Public Health & Safety Element for compliance with AB 2140;
2. direct the Planning Department to submit the 2035 General Plan Public Health & Safety Element Draft Amendment to the Geological Survey Division of the California Department of Conservation, the State Board of Forestry and Fire Protection, and every local agency that provides fire protection to the unincorporated area of Plumas County; and
3. direct the Planning Department to undertake the general plan amendment process.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 17<sup>th</sup> day of AUGUST, 2021 by the following roll call vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

Said resolution to be effective as of the 17<sup>th</sup> day of AUGUST, 2021.

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Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors

Approved as to form:



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Gretchen Stuhr  
Plumas County Counsel



**County of Plumas**  
**Department of Probation**  
270 County Hospital Rd. #128,  
Quincy, California, 95971



**Keevin Allred**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** August 5, 2021  
**TO:** The Honorable Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer   
**SUBJECT:** Repeal and Adopt a Resolution for Juvenile Justice Coordinating Council and SB 823 Subcommittee

**Recommendation:**

Repeal Resolution No. 21-8604 and adopt a resolution which identifies members of the Juvenile Justice Coordinating Council in accordance with Welfare & Institutions Code Section 749.22 (new or revised members), AND identifies members of the Juvenile Justice Coordinating Council Subcommittee in accordance with Welfare and Institutions Code Section 1995(b).

**Background:**

**Juvenile Justice Coordinating Council:**

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 in Welfare & Institutions Code Sections 749.2 et seq. Pursuant to Welfare and Institutions Code Section 749.22 the council is required to, at minimum, include the following members: (1) Chief Probation Officer, as Chair; and representatives from (2) the District Attorney's Office; (3) the Board of Supervisors; (4) the Department of Social Services; (5) the Behavioral Health Department; (6) the County Office of Education; (7) a community-based alcohol and drug program and/or the Public Health Department; (8) an at-large community member; (9) the Sheriff's Department; (10) the Plumas County contract public defender attorneys; (11) and nonprofit community-based organizations providing services to minors.

The recommended appointments meet the requirements of WIC 749.22.

The Council will meet in a public meeting on a date to be determined to vote on the



# County of Plumas

## Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



**Keevin Allred**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

recommended appointments from non-profit community-based organizations providing services to minors and report these appointments to the Board of Supervisors.

Under WIC 749.22, the 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 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.

### **Subcommittee:**

The Juvenile Justice Coordinating Council Subcommittee will enable Plumas County to apply for the Juvenile Justice Block Grant program for the purpose of providing county-based custody, care, and supervision of youth who are realigned from the state Division of Juvenile Justice, codified in Welfare and Institutions Code Section 1991 et seq. Pursuant to Welfare and Institutions Code Section 1995, the Subcommittee shall be composed of the following members: (1) Chief Probation Officer, as Chair; and one representative each from (2) the District Attorney's Office; (3) the Department of Social Services; (4) the Behavioral Health Department; (5) the County Office of Education; (6) the court; (7) the Plumas County contract public defender attorneys; (8) and three community members who shall have experience providing community-based youth services, youth justice advocates, or have been directly involved in the juvenile justice system.

The recommended appointments meet the requirements of WIC 1995(b).

The Subcommittee will develop a plan as outlined in WIC 1995(c) and file said plan with the newly created Office of Youth and Community Restoration by January 1, 2022 in order to receive 2022-2023 funding. In order to continue receiving funding the Subcommittee will convene to consider the plan every third year, but at minimum submit the most recent plan regardless of changes by May 1 of each year.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPOINTING MEMBERS TO THE JUVENILE JUSTICE COORDINATING COUNCIL  
AND ITS SUBCOMMITTEE AND REPEALING RESOLUTION NO. 21-8604**

**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 2020, Senate Bill 823 established the Juvenile Justice Realignment Block Grant Program codified as Welfare & Institutions Code Sections 1990 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**, in order to be eligible for funding described in Section 1991, a county shall create a Subcommittee of the multi-agency Juvenile Justice Coordinating Council to develop a supplemental plan describing the facilities, programs, placements, services, supervision and reentry strategies needed to provide appropriate services; and

**WHEREAS**, Welfare & Institutions Code Section 749.22 identified the minimum membership for a Juvenile Justice Coordinating Council and Welfare & Institutions Code Section 1995 (b) identified the minimum membership for a Juvenile Justice Coordinating Council Subcommittee; 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**, Welfare & Institutions Code Section 1995 (e) requires the plan created by the Subcommittee to be filed with the Office of Youth and Community Restoration by January 1, 2022. In order to continue receiving funding, the Subcommittee shall convene to consider the plan every third year, but at a minimum submit the most recent plan

regardless of changes. The Subcommittee plan shall be submitted to the Office of Youth and Community Restoration by May 1 of each year

**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 and to the Plumas County Juvenile Justice Coordinating Subcommittee.

**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 the Plumas County Juvenile Justice Coordinating Council subcommittee; 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 the Plumas County Juvenile Justice Coordinating Council Subcommittee plan and related contracts, 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

A representative from a Community-based Drug and Alcohol Program and/or the Public Health Department

An at-large community representative

A representative from the Sheriff's Department  
A representative selected by the Plumas County contract public defender attorneys  
One or more representatives from Nonprofit Community-based organizations providing services to minors

(d) Identifies the following representatives as members of the Plumas County Juvenile Justice Coordinating Council Subcommittee:

A representative from the District Attorney's Office  
A representative from Dept. of Social Services  
A representative from Behavioral Health Dept.  
A representative from County Office of Education  
A representative from the court  
A representative selected by the Plumas County contract public defender attorneys  
Three (3) community members who shall have experience providing community-based youth services, youth justice advocates, or have been directly involved in the juvenile justice system

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: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**ATTEST:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

4B (2+3)



## County of Plumas Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



**Keevin Allred**  
Chief Probation Officer

Phone: 530-283-6200  
FAX: 530-283-6165

**DATE:** August 6, 2021  
**TO:** The Honorable Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer  
**SUBJECT:** Request to approve Public Safety Realignment plan and Budget for FY2021-2022

**Recommendation:**

Approve the Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY2021-2022, totaling \$980,975, as submitted and recommended, or reject by required four/fifths roll call vote.

Approve or reject the requested allocation from Plumas Crisis Intervention and Resource Center for the Ohana House Transitional Shelter in the amount of \$45,000.

**Background:**

The Executive CCP Committee voted on recommended funding for partner agencies and community-based agencies totaling \$980,975 for the 2021-2022 budget year with a decision to forward without recommendation from the Executive CCP Committee the approval or rejection of PCIRC's Ohana House Program for \$45,000.

Therefore, it is respectfully recommended that the Board of Supervisors approve of the Executive Community Corrections Partnership funding recommendation of \$980,975 for Fiscal Year 2021-2022 and approve or reject the \$45,000 allotment for Ohana House.

**Application for CCP Funds**  
**Face Page**

**Fiscal Year 2021-2022**

Information Requested	Response
Name of Agency	<b>Plumas County District Attorney's Office Alternative Sentencing Program</b>
Agency Contact Information (operational) (name, address, telephone and e-mail)	<b>Stephanie Tanaka 520 Main St. Rm 408 530.283.6327 stephanietanaka@countyofplumas.com</b>
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	<b>Sheri Johns 520 Main St. Rm 404 530.28.6303</b>
Name of Program	<b>Alternative Sentencing</b>
Is this a new or continuing program?	Continuing
Funding Requested from CCP	<b>\$ 144,252</b>
Funding received from CCP in prior years (specify year and amounts)	<b>FY 12/13 \$28,609 (not spent) FY 13/14 \$72,360 FY14/15 \$130, 000 FY 15/16 \$169,500 FY 16/17 \$185, 839 FY 17/18 \$65,097 FY18/19 \$134,008 FY 19/20 \$149,530 FY 20/21 \$144,252</b>
Program Capacity (maximum number of participants program can serve)	<b>600</b>
Current Program Caseload (if applicable)	<b>105</b>
Program Cost per Unit:	cost per person served during this project is expected to be \$240.42 per participant for this project and the requested funding.

## Program Narrative

**Description of Applicant Agency:** Briefly describe the agency's mission, the type of services provided, and the relationship of the proposed project to other projects operated by the agency. Please attach an organizational chart, which may be used to provide part of the requested information.

The Plumas County Alternative Sentencing Program (ASP) Office exists to assist offenders in the journey of becoming clean and sober, stop drug-related crime, reduce impaired driving and reunite broken families. The Alternative Sentencing Program Office is located within the District Attorney's Office and works with the Courts throughout Plumas County, ancillary service providers, non-profits as well as law enforcement to ensure a quality, evidence-based pretrial release, re-entry and reintegration program is being offered in Plumas County.

When an individual is arrested members of the Alternative Sentencing Program interview the subject at the Plumas County Correctional Facility for participation in the Pretrial Release program. When an individual is sentenced or referred by the Court to any track in the Community Justice Court (Prop 47, AB1810, Drug Court), ASP staff will interview the offender and refer them to the appropriate treatment, education or counseling program by conducting an interview and utilizing the RNR tool and ORAS assessment tools. By utilizing the Alternative Sentencing program, clients are ensured safe, monitored, evidence-based assessments, referrals and services. Additionally, clients have complete and certified documentation of program enrollment and completion. By helping qualified and court-referred defendants the opportunity to retain employment and housing as well as limited time spent in custody, the ASP provides high cost savings to tax payers. Alternative Sentencing is proud to provide evidence-based and effective services that benefit clients and the community at large. The Alternative Sentencing program receives over 500 referrals annually.

The ASP provides the Courts, prosecutors, and defense bar additional information at arraignment to streamline the adjudication process and assist the offender in returning to work, early identification and referral to necessary counseling and treatment services. The ASP is available on all arrests that take place in Plumas County with the goal to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, and treatment that will address the offenders' criminogenic needs and at the same time help advance public safety.

The goal of the Pretrial release program is to implement an early intervention pretrial release program in Plumas County that will include pre-arraignement interviews and O.R. release reports and recommendations to the Court in an effort to ensure those released from custody appear for hearings as well as minimize the amount of bed space used by low risk defendants due to the increased length of stay and number of high risk offenders spending longer lengths of time in the Plumas County Correctional Facility as a result of the implementation of AB 109.

The pretrial service program submits recommendations for release or detention prior to the offenders first court appearance, based on an interview with the offender that will, generally take place within 24 hours of booking, contact with any alleged victim (especially in domestic violence incidents) to learn of any concerns about future contact with the defendant, a validated risk assessment and the verification of the information provided at time of booking and interview. The program works to utilize the least restrictive and reasonable conditions necessary to ensure the defendant's appearance in court without jeopardizing public safety.

Upon completion of the evaluations, interview and data collection the ASP staff will create a report outlining the findings and recommendations for release or detention, program suitability (i.e. Community treatment and appropriate referrals, as well as social service needs etc.), this report will be given to the District Attorney's Office to include in the filing of any new charges and then filed with the Court, and attorney of record (if there is one) prior to the first court appearance.

The ASP will provide the following resources for offenders released through the pretrial release program based on their need and willingness and as needed.

- Referrals and monitoring of drug and alcohol testing and treatment
- Referrals and monitoring of mental health treatment
- Referrals for medical and dental treatments
- Employment training services
- Notification of upcoming court dates, and when necessary, assistance in attending court

Other services of the ASP may include:

- Assisting in collecting, compiling, verifying and evaluating information regarding defendant's criminal history.
- Evaluate defendant's eligibility for alternative sentencing programs and services.
- Determine when a specialized program referral is appropriate and/or necessary.
- Assist in coordinating intensive case management services for assigned defendants.
- Assist with and coordinate placement of defendants into transitional housing, substance abuse, mental health and related treatment programs.
- Serve as a resource regarding the effectiveness of specific reentry programs.
- Work with the local Corrections facility in the implementation and oversight of evidence-based programs in the jail as well as transition planning upon release.
- Oversee and manage all evidence based services offered to offenders through the Day Reporting Center as well as through other service providers.

The ASP in the past was responsible for the creation; implementation and oversight of the Day Reporting Center (DRC), where all released participants reported and received services. That service concluded in 2016 when other county departments opted to no longer work with the DRC. The closing of the Day Reporting Center has dramatically impacted the recidivism rate within Plumas County and caused the level of services available to those criminally involved offenders to be reduced radically doing more harm than good for Plumas County. It is the hope of ASP that the CCP will support the opening of the DRC in future.

**Problem Statement: Describe the nature and scope of the problem the proposed project will address. Include relevant data and facts and statistics specific to the service area and/or target population to support the need for this type of service.**

The 2011 Public Safety Realignment encompassed in AB109 (and subsequent clarifying legislation) stood to substantially impact local criminal justice systems and communities. If left unmanaged, the shift of the population and associated release of offenders could have had a negative impact on local public safety. On the other hand, this reform effort offered Plumas County a unique opportunity to address issues related to the implementation of services to offenders within the criminal justice system.

By necessity, Plumas County Criminal Justice Partners have developed pretrial release guidelines and policies that are consistent with legal and evidence-based practices, constitutional principles and California state law in order to stay ahead of the ever-changing incarceration patterns brought on by legislative change within the state.

Plumas County went the entire first year of the Public Safety Realignment implementation period with absolutely no services or oversight of the affected populations other than minimal probation supervision. With the second year of the Legislation implementation coming it became apparent that Realignment was here to stay. Plumas County District Attorney, David Hollister was seeing an increase of cases and a "revolving door" of criminals, so he approached the CCP about the creation and implementation of an Alternative Sentencing Coordinator to implement, oversee and begin Plumas County's response to Realignment.

The Alternative Sentencing Coordinator was hired as an employee of the District Attorney's Office as the District Attorney's Office provided the best logistical fit within the County's limited resources. The Alternative Sentencing Coordinator began work in November of 2012 and programs and services began in March of 2013 with the opening of the Day Reporting Center, resurgence of the Drug Court Program and Collaborative Court movement in Plumas County as well as a high level of program collaboration and accountability for all parties. Additionally, in early 2016 the Alternative Sentencing Program Manager was tasked with creating a Pretrial Release Program and that program was implemented September of that year.

This request for funding is to continue the work of the Plumas County Pretrial Release Program and expand the CJC Program.

This project incorporates the principals of trauma-informed care and recidivism reduction while providing early identification and engagement through intensive wraparound case management related to community-based supportive services including physical and mental health, alcohol and drug services and transitional, sober living and permanent housing and job skills training.

The path to successful participation, in both a pretrial diversion program, and CJC, are riddled with obstacles including poverty, substance use disorders, chronic medical conditions, mental health issues, homelessness and a lack of affordable housing. The needs of this project are identified by current gaps in services which serve as barriers to success. This Project will continue to build and expand on the successes of the Plumas County Alternative Sentencing Program.

The continuation of these programs under ASP will assist participants in maintaining housing and jobs; accessing early intervention to primary health care, mental health services, substance use disorder services and other civil legal supports. The homeless will be safely housed through a variety of emergency, transitional, sober and permanent housing option and participants will be matched with medical homes and intensive wraparound case management will assist in reducing county recidivism rates.

AB 109 represents the state's attempt to meet the mandated prison population reduction through increased local control supported by flexibility and fiscal appropriations. This was done with the Legislative Changes beginning on October 1, 2011 and affects the local jurisdictions as follows:

#### **Impact on Offender Populations**

- **Post Release Community Supervision (PRCS) Population**
  - Those being released from state prison after October 1, 2011, will fall under the authority of the locally-determined PRCS entity, with the following exceptions who will be placed on CDCR Parole:
    - Individuals whose commitment offense is a serious felony
    - Individuals whose commitment offense is a violent felony
    - Third strikers
    - High-risk sex offenders
- Mentally Disordered Offenders
- Low Level Offender Population
  - No longer eligible for commitment to CDCR, with the following exceptions:
    - Those who have either a current or previous conviction for a serious or violent felony
    - Those who have either a current or previous conviction for a sex offense
    - Those whose commitment offense is on a list of 66 "excluded" crimes
- Parole Violators
  - All custody time for parole violations will be served in local jail
    - Exception: Those who have been previously committed to life may serve their violation terms in state prison.

In Real terms, AB109 has directly and indirectly impacted the sentencing of all criminal defendants. This impact is witnessed in our jail population as well as those being placed and supervised on formal supervised probation.

#### **Evidence-based Correctional Responses and Interventions**

Evidence-based correctional responses and programming other than incarceration alone or traditional routine probation supervision. Community-based options include but are not limited to the following:

- Cognitive Behavioral Therapy (CBT)
- Community-based programs targeting criminogenic needs
- Day Reporting Program
- Community service
- Substance abuse treatment
- Work, training, education furlough programs

The programs offered by the Alternative Sentencing Program meet and align with the goals, treatment modalities and Risk, Need, Responsivity model outlined as part of AB109 realignment. Consistent with PC1230.1 ASP also meets the local needs and resources, outlined in the local plan that maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, by providing drug courts, residential housing, mental health treatment programs, counseling programs, community service programs, educational programs, and work training programs.

**Project Overview:** Briefly and concisely address the following areas in the order they are given. **Not to exceed 2 pages.**

- **Goals and Deliverables:** State the overall goal of this measurable project (an overarching statement about what the project hopes to achieve logically linked to a problem and its causes). This section should clearly communicate the intended results of the project. Briefly state what goods or services will be delivered to the target population and how this will help to achieve the goals of the agency.

The Plumas County Alternative Sentencing Program, Pretrial Release and CJC programs will provide services to help eliminate the need for extended jail terms, while providing the necessary referrals and supports that will reduce recidivism.

The goals of the ASP programs are as follows:

- Improving strategies that will reduce recidivism, including improvements in criminal thinking.
- Promoting and increasing collaboration and communication among agencies and officials who work in probation, pretrial, law enforcement, treatment, reentry, and related community corrections fields.
- Developing and implementing strategies for the early identification and engagement for offenders who are released back into the community on pretrial release.
- To offer an alternative to traditional incarceration for offenders who meet criteria for the program.
- To offer programming for qualified defendants to reduce offender rearrests, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable.
- To provide a variety of services and referrals such as substance abuse treatment, mental health therapy, Moral Reconation Therapy (MRT), and life skills so offenders can develop the tools to be successful in the community.

- To reduce the recidivism rate among the offenders whose unlawful acts are linked to a cycle of self-defeating behaviors that lead to criminal activities, unemployment, and substance abuse.
- To expand the continuum of corrections in Plumas County by increasing the sentencing options available to the judiciary so that treatment is a viable consideration.
- To work toward creating a long term strategic plan that will allow Plumas County Criminal Justice Partners a framework for response to needs within the community.

The Pretrial Diversion Program under ASP will assist participants in maintaining housing and jobs; accessing early intervention to primary health care, mental health services, substance use disorder services and other civil legal supports. The homeless will be safely housed through a variety of emergency, transitional and permanent housing option and participants will be matched with medical homes and intensive wraparound case management will assist in reducing county recidivism rates.

- Clients to be served by the Proposed Project and Associated Expenses: Describe the client group that will be served in the proposed project. State how many clients will be served. Also, how often they will be served and how they will be recruited.

Clients of both the Alternative Sentencing Program are men and women over the age of 18 who are engaged in the legal system by being arrested or cited by law enforcement in Plumas County, who may be serving time in County Jail, or who are participating in Drug Court, or any other specialty court programs or calendars. All programs will target offenders who are in need of employment and educational services, drug and alcohol counseling, assistance in re-entering the community, family support, life skills, etc. As many are homeless, most are without employment and their social support systems are often part of their offending problems. The number of individuals that will be served will be dependent on the number of referrals and arrests made in Plumas County during this project period, however the number of referrals annually is over 500 individuals.

- Performance Measures: Briefly describe what performance will be measured and how it will be measured to demonstrate the effectiveness of the program. Please include any definitions or explanations of formulas or instruments used.

Project Component / Activity	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)
Improve strategies that will reduce recidivism including improvement in criminal thinking.	- 25% improvement in coordination and services in new cases and referrals - 55% less likely to be arrested for a new crime - 75% less likely to use alcohol/drugs - 65% less likely to skip appointments - 55% less likely to have their OR revoked - 75% improvement	Data collection points include: all program participants, the activities they participate in, the length of time they are in the program and the amount of criminal activity they participate in before and after the program. Participant successes in seeking permanent housing, obtaining needed behavioral health services, securing employment, improving family relationships, attending to health issues and improved parenting practices also provide informational data for measurement. Local drug and/or alcohol arrest and criminal justice statistics will also be tracked accordingly.
Promote and increase collaboration among agencies and officials who work in probation, parole, pretrial, law enforcement, treatment, reentry and related corrections fields.		
Develop and implement strategies for the early identification and engagement for offenders who are released		

back into the community on pretrial release.	in completion rates -20% reduction in recidivism rates - 100% improvement in collaborative partnerships - 75% improvement in quality of short and long-term data collection	
Offer an alternative to traditional incarceration for offenders who meet criteria for the program.		
To offer programming for qualified defendants to reduce offender rearrests, assist offenders in successful reentry by providing needed services, and increase public safety		

- **Service Area:** Describe the specific geographic area (i.e. town) or location (i.e. school) where the proposed services will be delivered.

The Alternative Sentencing Program is located in Quincy and will serve all participants referred by the Criminal Justice System and its partners within Plumas County

- **Proposed Project Staff:** Describe the staff needed for the proposed project including administrative, direct service, and support positions as well as volunteers to the extent possible. Include a summary of the major duties of each position involved in direct service.

The Alternative Sentencing Program currently operates with a staff of 3. Currently 1 of those positions are part time.

The roles and positions in Alternative Sentencing are as follows:

Alternative Sentencing Manager: Under general direction administers, plans, organizes, and supervises the functions, services, and programs of Plumas County's collaborative justice programs, including the Plumas County Adult Drug Court and a variety of alternative sentencing programs under Criminal Justice Realignment as assigned; responsible for the administration of mandated treatment programs and the delivery of services; responsible for certain victim services related to AB109; provides Administrative leadership; represents these programs with state, local and community organizations and other government agencies; and does related work as required.

Community Case Manager x 2: Under general supervision, Plan, coordinate and monitor delivery of services to clients; to facilitate social skills development and socialization; to conduct planned therapeutic activities; to provide personal assistance for clients in securing housing, food, clothing, and basic services; to provide educational groups as needed; to monitor coordination of client services with other agencies and staff; and to do related work as required.

- **Collaboration for the Proposed Project:** Identify the collaborative efforts that are most critical to the success of your proposed project. List the collaborations and how it will improve the service to clients. Please note that letters of cooperative agreements may be required for partnering agencies listed if this proposal is selected for funding.

Key collaborative partnerships include: Plumas County Superior Court Judge, Plumas County District Attorney, Plumas County Courts, Plumas County Jail, Community Corrections Partnership, Plumas County Probation, Plumas County Sheriff, local Defense Attorneys, Plumas County Public Health, Plumas County Behavioral Health, Plumas County Community Development Commission, Plumas County Department of Social Services, Alliance For Workforce Development, Plumas Crisis Intervention and Resource Center and Rethink Industries.

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

<b>JOB TITLE/ CLASSIFICATION</b>	<b>HOURS PER WEEK</b>	<b>HOURLY SALARY</b>	<b>TOTAL SALARY REQUIRED THIS FISCAL YEAR</b>
Alternative Sentencing Manager	40	\$34.39	21,542
Community Case Manager	31	\$23.80	19,257
Community Case Manager	40	\$23.80	29,817

**TOTAL PERSONNEL COSTS \$ 70,616**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

<b>JOB TITLE/ CLASSIFICATION</b>	<b>JOB DUTIES</b>
Alternative Sentencing Manager	Under general direction administers, plans, organizes, and supervises the functions, services, and programs of Plumas County's collaborative justice programs, including the Plumas County Adult Drug Court and a variety of alternative sentencing programs under Criminal Justice Realignment as assigned; responsible for the administration of mandated treatment programs and the delivery of services; responsible for certain victim services related to AB109; provides Administrative leadership; represents these programs with state, local and community organizations and other government agencies; and does related work as required.
Community Case Manager	Under general supervision, Plan, coordinate and monitor delivery of services to clients; to facilitate social skills development and socialization; to conduct planned therapeutic activities; to provide personal assistance for clients in securing housing, food, clothing, and basic services; to provide educational groups as needed; to monitor coordination of client services with other agencies and staff; and to do related work as required.
Community Case Manager	Under general supervision, Plan, coordinate and monitor delivery of services to clients; to facilitate social skills development and socialization; to conduct planned therapeutic activities; to provide personal assistance for clients in securing housing, food, clothing, and basic services; to provide educational groups as needed; to monitor coordination of client services with other agencies and staff; and to do related work as required.

3. Show the actual rates and amounts for each of the following:

<b>RATE</b>	<b>ANNUAL AMOUNT</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>
FICA	\$12,080.45	\$6,164
Retirement	\$43,454.36	\$25,063
Workman's Comp	\$3,247 estimate	\$3,247
Unemployment Insurance	\$1,897 estimate	\$1,897
Health Insurance	\$24,874.80	\$19,330
OPEB	\$3,999 estimate	\$3,999
Other Benefits – Cell Phone	\$1,500	\$1,500

**TOTAL EMPLOYEE RELATED BENEFITS \$ 61,200**

### Contract Services

1. Will any contract services be used?  YES  NO
2. With whom will the applicant contract for services?

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR

TOTAL CONTRACT SERVICES \$\_\_\_\_\_

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

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Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

*Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.*

### Non Personnel Costs

Complete the following:

TRAVEL (Cannot exceed State Travel Costs)	AMOUNT REQUIRED THIS FISCAL YEAR
Auto Mileage: 662 miles at .56 /mile	371
Air Transportation	
Subsistence: 4 nights lodging for 3 employees and 3 rooms	2,596
Other (describe) : 4 days Per Diem @ \$42 a day = \$168 * 3 empl.	504

TOTAL IN-STATE TRAVEL  
\$ 3,471

### Justification of In-State Travel Expenses:

For ASP staff to attend California Association of Collaborative Courts training in September 2021.

## Operating Expenses

List anticipated expenses by category. Please be specific.

AMOUNT REQUIRED THIS CALENDAR YEAR	
Liability Insurance	1,277 *
Phone	248
Internet Search Engine	6500
Fuel	240
Maintenance	
Consumable Supplies (specify) paper, ink, folders, postage	700
<b><u>Other Costs</u></b>	

TOTAL OPERATING EXPENSES \$ 8,965

### Justification of Operating Expenses:

\* Liability Insurance is estimated at this time as the actual numbers have not been posted yet at \$1,277.

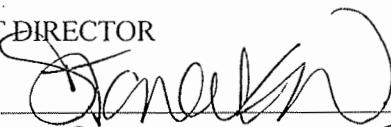
Internet Search Engine = Allvest \$4,000 annually, Tyler Technology/CaseloadPro

150 \* 12 months = \$ 1,800, Dropbox \$600 and Office 365 \$100

TOTAL PROPOSAL REQUEST \$ 144,252

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

PROJECT DIRECTOR

Signature: 

Date: 7/7/21

Printed Name: Stephanie Tanaka

Title: ASIP Manager

PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
APPLICATION FOR FUNDING

**General Instructions**

Each application should include an Application Face Sheet for each project for which you are requesting funds.

Each application must:

- Be typewritten or computer generated on 8 ½ X 11 white paper in portrait format.
- Have font size no smaller than 10 no larger than 12.
- Have all pages sequentially numbered.
- Have the name of applicant/organization at top of each page..
- Submit an original and two copies of the Application.

**Please submit only the information requested.**

**Applications are due to the Plumas County Probation Department, 270 County Hospital Road, Suite 128, Quincy, CA 95971. Applications are due by the close of business July 7, 2021.**

If you have any questions, please call Keevin Allred at (530) 283-6200 or email [keevinalred@countyofplumas.com](mailto:keevinalred@countyofplumas.com).

Application for CCP Funds  
Face Page

Fiscal Year 2021-2022

Information Requested	Response
Name of Agency	Plumas County Behavioral Health
Agency Contact Information (operational) (name, address, telephone and e-mail)	Tony Hobson, Ph.D., Director 270 County Hospital Rd #109 Quincy, CA 95971 (530) 283-6307 thobson@pcbh.services
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	Shelley Evans-Admin. Services Officer 270 County Hospital Road #109 Quincy, CA 95971 (530) 283-6307 sevans@pcbh.services
Name of Program	Behavioral Health – Jail Services and Tele-Medicine Program
Is this a new or continuing program?	Continuing
Funding Requested from CCP	\$74,499.53
Funding received from CCP in prior years (specify year and amounts)	2018-2019 -- \$67,474.64 2019-2020 -- \$73,043.32 2020-2021 -- \$48,885.00
Program Capacity (maximum number of participants program can serve)	8-10 weekly
Current Program Caseload (if applicable)	N/A
Program Cost per Unit (i.e. per bed, class, hour, etc.)	N/A

## Program Narrative

Description of Applicant Agency: Briefly describe the agency's mission, the type of services provided, and the relationship of the proposed project to other projects operated by the agency. Please attach an organizational chart, which may be used to provide part of the requested information.

"The mission of Plumas County Behavioral Health is to provide quality, accessible, culturally and personally sensitive behavioral health services, supported by sound, ethical business practices, to enhance people's ability to function effectively within their community." Plumas County Behavioral Health (PCBH) management is guided by the following principles: a) continuous learning and improvement in service delivery and administration, b) quality mental health and substance abuse services for persons of all ages, c) partnership at all levels and between all levels, d) preventive and integrative approaches for behavioral and physical health, e) dignity, respect and compassion for all persons, f) active involvement of consumers in their treatment and recovery process, and g) cooperation and support with county partners, community providers and agencies. Efficient and effective use of resources and measurable outcomes are underlying principles.

PCBH provides outpatient services for mental health and substance use disorders at the County Annex in Quincy and at its Community Wellness Centers in Portola, Greenville and Chester. Outpatient residential services for substance use treatment are funded by the Substance Abuse Prevention and Treatment/SAMHSA grants through contracted out-of-county facilities. PCBH's primary target for mental health services are Plumas County Medi-Cal beneficiaries as determined in the Mental Health Plan with the State. Services include outpatient individual and group counseling provided by PCBH staff. Inpatient mental health services are provided by hospitals and psychiatric health facilities located out of county. PCBH's electronic health record data system tracks these mental health services which are reimbursable for non-custody clients.

Problem Statement: Describe the nature and scope of the problem the proposed project will address. Include relevant data and facts and statistics specific to the service area and/or target population to support the need for this type of service.

AB 109 funding will support PCBH services provided at the County Jail. The department has been providing individual and group services at the jail using its Realignment funding and Substance Abuse Treatment funds. This funding is used to support staff for criminal justice services including Prop 36, Deferred Judgment and for alcohol and other drug related services. With

the start of the Fiscal Year 17-18, there was an increase to services at the jail with the provision of Tele-med psychiatric and medications services. PCBH provided the IT equipment from previous budgets. We are requesting funding to support the cost of the Tele-med services provided by our contract with Asana Integrated Medical Group AKA Aligned Telehealth and related PCBH staffing costs for nursing and case management.

Project Overview: Briefly and concisely address the following areas in the order they are given. **Not to exceed 2 pages.**

- Goals and Deliverables: State the overall goal of this measurable project (an over arching statement about what the project hopes to achieve logically linked to a problem and its causes). This section should clearly communicate the intended results of the project. Briefly state what goods or services will be delivered to the target population and how this will help to achieve the goals of the agency.

AB 109 funds will ensure the ongoing, consistent provision of services provided by PCBH in the jail. PCBH is restricted in the use of its funding to provide in-jail services. Currently the department is already using its SAPT-BG funds, MHBG funds and Realignment allocation for criminal justice-involved and jail clients for individual and group counseling. The AB 109 funds will support the added cost of providing Tele-med services in the jail and the associated cost of nursing staff and case management screening and documentation.

- Clients to be served by the Proposed Project: Describe the client group that will be served in the proposed project. State how many clients will be served and how often they will be served. Also, include how they will be recruited.
- The participants served will be all eligible jail clients referred to Behavioral Health to receive psychiatric services and medications. We expect to meet current requirements for  $\frac{1}{2}$  day of services every week in the jail.
- Performance Measures: Briefly describe what performance will be measured and how it will be measured to demonstrate the effectiveness of the program. Please include any definitions or explanations of formulas or instruments used.

The primary and important performance measure will be the health, facility of ease and efficiency of providing services to inmates at the jail. There are cost savings and safety issues that are met by providing the services at the jail. An alternative to providing required medical services to inmates would involve the transport to the County Annex for Tele-med services.

- Service Area: Describe the specific geographic area (i.e. town) or location (i.e. school) where the proposed services will be delivered.

Services will be provided at the jail in Quincy.

- Proposed Project Staff: Describe the staff needed for the proposed project including administrative, direct service, and support positions as well as volunteers to the extent possible. Include a summary of the major duties of each position involved in direct service.

This program will have two dedicated staff members, currently a licensed psychiatric nurse, and case management for screening, assessment and related documentation. All other administration, budgeting, contracting and support will be provided in-kind by the Behavioral Health Department. Currently, tele-med services are a half day (4 hours) each week to clients at the jail.

- Collaboration for the Proposed Project: Identify the collaborative efforts that are most critical to the success of your proposed project. List the collaborations and how it will improve the service to clients. Please note that letters of cooperative agreements may be required for partnering agencies listed if this proposal is selected for funding.

The primary collaborative efforts critical to the success of the program will be between behavioral health and the staff at the jail. The staff has been working successfully for several years and we anticipate no changes to the successful collaboration

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

<b>JOB TITLE/ CLASSIFICATION</b>	<b>HOURS PER WEEK</b>	<b>HOURLY SALARY</b>	<b>TOTAL SALARY REQUIRED THIS FISCAL YEAR</b>
Psychiatric Nurse I	4	\$ 30.27	\$6296.16
BH Case Management Specialist - Senior	4	\$28.46	\$4919.68

**TOTAL PERSONNEL COSTS \$ 11,215.84**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

<b>JOB TITLE/ CLASSIFICATION</b>	<b>JOB DUTIES</b>
Psychiatric Nurse I	SEE ATTACHED JOB DESCRIPTION
BH Case Management Specialist - Senior	SEE ATTACHED JOB DESCRIPTION

3. Show the actual rates and amounts for each of the following:

<b>RATE</b>	<b>ANNUAL AMOUNT</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>
FICA		\$858.02
Retirement		\$3199.71
Workman's Comp		\$5088.00
Unemployment Insurance		
Health Insurance		\$1737.96
Other Insurance		
Other Benefits - Overtime		\$400.00

**TOTAL EMPLOYEE RELATED BENEFITS \$ 11,283.69**

## Contract Services

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services?

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR
Asana Integrated Medical Group	4 hours weekly x \$250.00 per hr. X 52 = \$52,000

**TOTAL CONTRACT SERVICES \$ 52,000**

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

The contractor provides tele-psychiatric services through video-conferencing at the Behavioral Health Department in Quincy, 4 hours weekly at the Plumas County Jail, and has been expanded to Portola and the Chester Wellness Centers.

Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

**Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.**

### Non Personnel Costs

1. Complete the following:

TRAVEL (Cannot exceed State Travel Costs)	AMOUNT REQUIRED THIS FISCAL YEAR
Auto Mileage:      miles at      /mile	
Air Transportation	
Subsistence	
Other (describe)	

**TOTAL IN-STATE TRAVEL \$**

2. Explain why the proposed travel is needed if not apparent from the project overview.

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### **Operating Expenses**

3. List anticipated expenses by category. Please be specific.

**AMOUNT REQUIRED THIS CALENDAR YEAR**

Postage	
Telephone	
Lease/Rental	
Printing	
Maintenance	
Consumable Supplies (specify) (i.e. workbooks)	
Other Costs: Daily Cost per Bed: Cost per Class/Session: Cost per GED Test: Cost per FRC Application: Cost per Work Training: Cost per Work Uniform:	

**TOTAL OPERATING EXPENSES \$** \_\_\_\_\_

**JUSTIFICATION OF OPERATING EXPENSES:**

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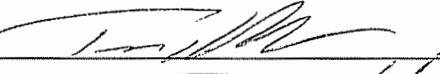
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**TOTAL PROPOSAL REQUEST \$74,499.63**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

**PROJECT DIRECTOR**

Signature:  Date: 6-27-21  
Printed Name: Tony Holson Title: RH Director

## PSYCHIATRIC NURSE I-BEHAVIORAL HEALTH

### **DEFINITION**

Under general supervision and direction provides professional nursing care to mentally ill and emotionally disturbed patients, requiring a specialized knowledge of facilities and laws related to the treatment of the mentally ill and substance abuse. Collaborates and advises staff and other personnel in diagnosing and planning treatments for such patients as well as assists and participates in various administrative and mental health program activities.

### **DISTINGUISHING CHARACTERISTICS**

Psychiatric Nurse I is the entry and training level of the class series. Incumbents are fully licensed and provide specialized psychiatric nursing care within the scope of their licensing and training while learning County policies and becoming proficient in procedures and become accustomed to providing services in a public health care environment.

After an incumbent has gained sufficient experience and demonstrated the capacity to work on a more independent basis, they may reasonably expect promotion to the Psychiatric Nurse II level.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **PSYCHIATRIC NURSE I – 2**

### **ESSENTIAL FUNCTIONS**

- Assesses, implements, and monitors client physical and mental health deficiencies, treatments, and needs within established guidelines and procedural framework of the Behavioral Health Department.
- Observes and reports patients' mental and physical condition and behavior to physician, nurse practitioner, physician's assistant, and mental health treatment team as overall assessment and treatment planning and implements modifications as directed.
- Participates in the development, implementation, and evaluation of direct patient care and provides direct and ongoing assessment and care of patients.
- Prescribed medications, treatments, and makes modifications commensurate with patient's conditions.
- Maintains medication, supplies, inventory and physical security of drugs and medical supplies and records; dispenses prescribed medications; administers medications, including injections, noting reactions and results; and consults with medical providers regarding individual patients' medications.
- Works collaboratively with medical and non-medical staff fostering cooperation among those involved in determining and furthering patient's best interests.
- Interacts and educates family members and significant others about conditions, treatment plans, and aftercare instructions.
- Maintains complete charts and records of patients' condition, treatment, and reactions.
- Assists with evaluating services or program; may teach health education classes.
- Attend and participate in conferences, committee meetings, staff development, and in-service training.
- Establish and maintain effective working relations with co-workers, the public, and other government agencies.
- Assists in the development of improved departmental procedures, methods and services.
- Responsible for daily management of a behavioral health clinic/facility, assess and effectively respond to assaultive and inappropriate behavior.
- Deliver medications as needed in urgent situations.
- Participate in the on call emergency rotation as assigned.
- Adhere to health and safety standards, protocols, and equipment operation.
- Utilize appropriate personal protective equipment, and safety protocols.

## **PSYCHIATRIC NURSE I – 3**

### **WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

Work is performed in crisis, in clinical settings, and outpatient facilities. There is a potential for exposure to hostile situations and infectious diseases. Standard work hours are required. Incumbents must be able to work in and with a clinically challenging client population.

Incumbents must possess normal manual dexterity and eye-hand coordination for grasping, repetitive hand movements, and fine coordination in handling medical instruments and preparing client medical files using a computer keyboard. The position requires extended periods of sitting with periods of frequent standing and walking; corrected hearing and vision to normal range; and the ability to lift and carry up to 25 lbs.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Incumbent should possess a thorough and comprehensive knowledge of professional nursing practices, procedures, and techniques used in the care and treatment of psychiatric patients; medical, social, and community resources available to patients; organization and standard procedures of mental health treatment facilities and multi-disciplinary treatment teams; standard professional methods of physical restraint of patients; symptoms and behavior patterns of mental and mood disorders; social psychological, and physical factors of mental and mood disorders; medical and psychiatric specific terminology; narcotics, mood stabilizers, and other psychotropic pharmaceuticals including their effects, control procedures, and preparation and administration protocols; behavioral interventions specific to the needs of patients; State and Federal laws related to psychiatric nursing, mandatory reporting, and providing treatment for substance abuse and the mentally ill.

Skill in assessing medical issues complicating psychiatric care; communicating patient histories, assessments, and care plans to psychiatrists, emergency room personnel, nursing staff, and in providing testimony under oath in a competent, concise, and accurate manner; interpreting laboratory results in relation to psychiatric conditions; conducting mental health status observations and obtaining relevant information from patients, family, and others through intake exams, ; documenting and maintaining accurate patient records; and applying professional judgement in determining appropriate intervention techniques.

## **PSYCHIATRIC NURSE I – 4**

### **KNOWLEDGE, SKILLS, AND ABILITIES(continued)**

Ability to understand and implement limitations to scope of practice as defined by the California Board of Medical Quality Assurance and County policy; understand and implement County, State, and Federal statutes, rules, ordinances, codes, and regulations; diagnose medical conditions from psychiatric symptoms; effectively represent the County in interactions with patients and their families, the public, other government agencies, community groups, and strategic partnerships; demonstrate leadership in applying behavioral interventions; provide oversight to non-medical staff; assess and recommend ongoing treatment needs related to discharge; implement intervention services and identify referral services; adhere to confidentiality requirements under HIPAA, CMIA, the Privacy Act of 1974 and other patient protection and privacy laws; and establish and maintain effective working relations with co-workers and other County departments.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

A Bachelor's degree from an accredited college or registered nursing program

**AND**

one (1) year of responsible nursing experience, preferably including experience working directly with mental health or behavioral clients and/or psychiatry or tele-psychiatry and possession of a current Registered Nurse license issued by the State of California.

### **SPECIAL REQUIREMENTS**

Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR****DEFINITION**

Under direct clinical supervision of a licensed clinical professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, with primary responsibilities as an outpatient substance abuse use counselor in various program settings; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS**

This is the journey-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist II classification in that incumbents are certified as an alcohol and other drug counselor with one of the State-approved certifying bodies in addition to having advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist II. Incumbents provide direct services to adults, children, individuals, families and groups, including working with the collaborative drug court team and participants. Services include assessments, crisis intervention, counseling, case management, referrals, treatment plan adherence, evaluation, plan development, placement services, assistance in daily living, access to health services, client health and wellness advocacy, and documentation in electronic health records.

**REPORTS TO**

Supervising Behavioral Health Specialist; Mental Health Clinical Specialist; Behavioral Health Clinical Specialist; Division Director – Behavioral Health.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 2**

### **EXAMPLES OF DUTIES**

- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- May provide drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 3**

### **EXAMPLES OF DUTIES - Continued**

- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Exhibits counselor competency.
- Under the supervision of a licensed clinician, participates or assists with the following activities:
  - Substance abuse groups
  - Intakes and Assessments
  - Treatment Planning
  - Chart Updates

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 4**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Policies, rules, laws and regulations of the Plumas County Behavioral Health Department, Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Psychological and sociological aspects, characteristics, and needs of mentally and emotionally disturbed individuals.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer and time management skills.

#### **Ability to:**

- Analyze drug/alcohol abuse related emotional/behavioral disorders and carry out effective treatment plans.
- Perform group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and maintain the confidence and cooperation of substance abuse and mentally and emotionally disturbed clients, their families and other significant care providers.
- Analyze situations accurately, make decisions and take effective action.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Communicate effectively, both orally and in writing.
- Prepare clear, relevant and accurate reports.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 5**

### **TRAINING AND EXPERIENCE**

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Must possess or be willing to obtain a national provider identifier (NPI).

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

## 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 Asana Integrated Medical Group, a California Professional Medical 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 \$960,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, 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, 2020 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 Asana Integrated Medical Group from July 1, 2020 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. After the initial twelve (12) months of the term, either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's reasonable 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 reasonably 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 material breach by a party to this Agreement of any term or provision of this Agreement, the non-breaching party 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 which shall be provided to or made available to Contractor.
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. Neither party shall have an obligation, however, to defend or indemnify the other party from a Claim caused by the negligence or willful misconduct of the such other party.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance reasonably satisfactory to County as evidence that the insurance required above is being maintained.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatever 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

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Contractor:

Dr. Nitin Nanda, Chief Executive Officer  
Aligned Telehealth  
6200 Canoga Avenue Suite 350  
Woodland Hills, CA 91367

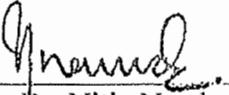
23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing 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.

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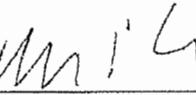
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IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

By:   
Name: Dr. Nitin Nanda  
Title: Chief Executive Officer  
Date signed: 11/3/2020

**CONTRACTOR:**

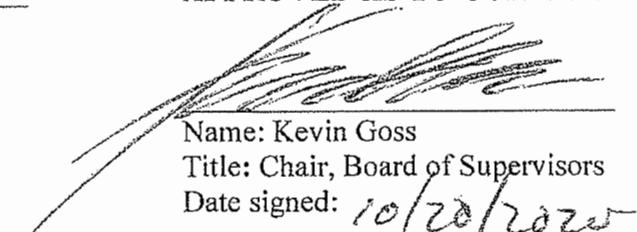
By:   
Name: Bradford Gay  
Title: General Counsel  
Date signed:

**COUNTY:**

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

By:   
Name: Tony Hobson Ph.D.  
Title: Director, Plumas County  
Behavioral Health  
Date signed: 10-22-20

**APPROVED AS TO CONTENT:**

  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed: 10/20/2020

**ATTEST:**

  
Name: Nancy DaForno  
Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:

  
Gretchen Stuhr  
Deputy County Counsel III

9/30/20

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## 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 Asana Integrated Medical Group, a California Professional Medical Corporation, referred to herein as Business Associate (“BA”), dated July 1, 2020.

### 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

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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 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 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**

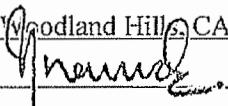
The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy 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: 10-22-20

**BUSINESS ASSOCIATE**

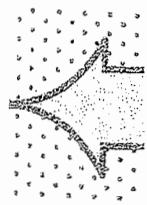
Name: Dr. Nitin Nanda  
Title: Chief Executive Officer  
Address: 6200 Canoga Ave. Suite 350  
Woodland Hills, CA 91367  
Signed:   
Date: 11/3/2020

Approved as to form:



9/30/20

Gretchen Stuhr  
Deputy County Counsel III



\_\_\_\_\_ COUNTY INITIALS

- 14 - CONTRACTOR INITIALS \_\_\_\_\_

## EXHIBIT A - SCOPE OF WORK

Contractor shall provide qualified and certified psychiatrists as available and as needed to provide psychiatric evaluations, medication management, Medication Assist Treatment, serve as the Medical Director for Drug Medi-Cal services, and provide crisis response after hours, weekends and holidays to individuals needing to be evaluated for W&I 5150 via tele-psychiatry.

County requires tele-psychiatrist to use County Electronic Health Record (EHR) and County will provide access to County system via Citrix Gateway Receiver.

Contractor shall provide secure transmission to County location(s).

Contractor shall provide hardware at County location(s) and meet the minimum necessary system requirements below:

- All audio, video, and all other data transmission shall be secure through the use of encryption (at least on the side of the healthcare professional) that meets County's Network Security Standards. Contractor should ensure that access to any patient contact information stored on any device is adequately restricted.
- Video quality will of High Definition (HD) (1280X720) at 40fps or better quality.
- CONTRACTOR shall provide a dedicated Internet connectivity supporting a minimum bandwidth of 1.2 Mbps, upload and download.
- CONTRACTOR shall demonstrate the ability to provide a secure and confidential location while providing telehealth services at the distant site.
- CONTRACTOR location must be within the United States.
- CONTRACTOR agrees to update medication list at each visit to ensure an accurate medication list is always accessible in the ERH.
- CONTRACTOR will ensure client has been provided enough medication until next appointment.
- CONTRACTOR's notes will be completed and signed within 72 hours of client's appointment.

- CONTRACTOR shall sign off and send back medication consent forms immediately following each medication evaluation.
- CONTRACTOR shall send separate invoices to county for services provided in the Correctional Facility.
- CONTRACTOR shall send separate invoices to county for consultation services requested by hospital located within Plumas County.

       COUNTY INITIALS

- 16 - CONTRACTOR INITIALS

## EXHIBIT B - FEE SCHEDULE

**COUNTY agrees to pay CONTRACTOR at the following fiscal year 2020/21 rates:**

### EMERGENCY DEPARTMENT TELE CONSULTS

- 24/7/365 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed
- \$ 250.00 per initial emergency department consult
- \$ 200.00 per follow up emergency consult (for the same patient within 12 hours)

### OUTPATIENT PSYCHIATRY TELEPSYCHIATRY

- Scheduled hours are variable depending upon volumes and program type (Ambulatory, IOP/PHP, integrated, etc.)
- 24 scheduled hours of telepsychiatry 52 weeks each year, based on a schedule to be mutually agreed upon by both parties
- \$265.00 per hour – Adult
- 340.00 per hour – Child & Adolescent
- County will retain all collected professional fees

### MEDICAL DIRECTION

- Hours are variable depending upon program type and based upon a schedule to be mutually agreed upon by both parties
- Medical Director (M.A.T.)/Outpatient psychiatry
- \$265.00 per hour for indirect services
- \$265.00 per hour for direct patient care
- 

### CONSULTATION LIAISON TELEPSYCHIATRY

- 24/7/365 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed
- \$ 250.00 per initial CL consult
- \$200.00 per follow up CL consult (For same patient within 12 hours)

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 17 - CONTRACTOR INITIALS \_\_\_\_\_

**COUNTY agrees to pay CONTRACTOR at the following fiscal year 2021/22 rates:**

**EMERGENCY DEPARTMENT TELE CONSULTS**

- 24/7/365 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed
- \$ 255.00 per initial emergency department consult
- \$ 205.00 per follow up emergency consult (for the same patient within 12 hours)

**OUTPATIENT PSYCHIATRY TELEPSYCHIATRY**

- Scheduled hours are variable depending upon volumes and program type (Ambulatory, IOP/PHP, integrated, etc.)
- 24 scheduled hours of telepsychiatry 52 weeks each year, based on a schedule to be mutually agreed upon by both parties
- \$270.00 per hour – Adult
- 345.00 per hour – Child & Adolescent
- County will retain all collected professional fees

**MEDICAL DIRECTION**

- Hours are variable depending upon program type and based upon a schedule to be mutually agreed upon by both parties
- Medical Director (M.A.T.)/Outpatient psychiatry
- \$270.00 per hour for indirect services
- \$270.00 per hour for direct patient care
- 

**CONSULTATION LIAISON TELEPSYCHIATRY**

- 24/7/365 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed
- \$ 255.00 per initial CL consult
- \$205.00 per follow up CL consult (For same patient within 12 hours)

Payments by COUNTY shall be monthly in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

CONTRACTOR shall send separate invoices to COUNTY for services provided in the Correctional Facility.

CONTRACTOR shall submit to COUNTY monthly itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of services.

CONTRACTOR shall hold harmless the State of California and beneficiaries in the event COUNTY cannot or will not pay for covered services rendered by CONTRACTOR pursuant to the terms of this agreement.

       COUNTY INITIALS

- 19 - CONTRACTOR INITIALS

**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.

**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. Contractor represents and warrants that it shall become certified to participate in the Medi-Cal program no later than 90 days after moving into the Navigation Center location, and that it will be and remain certified to participate in the Medi-Cal program throughout the term 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

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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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**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

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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.

## 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 28<sup>th</sup> 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. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested 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 Health and Human Services Agency. 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:

PLUMASQICONCERN@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 [PLUMASQICONCERN@PCBH.SERVICES](mailto:PLUMASQICONCERN@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 31<sup>st</sup>.

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 31<sup>st</sup>.

Submit the Contract Expenditures reports electronically via email to [Accountpayable@pcbh.services](mailto:Accountpayable@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:  
[Accountpayable@pcbh.services](mailto:Accountpayable@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 costeffective.

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

## EXHIBIT D- TERMS AND CONDITIONS

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

## **EXHIBIT D- TERMS AND CONDITIONS**

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.

## 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 besettled 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.

Plumas County Literacy

Application for CCP Funds  
Face Page

Fiscal Year: 2021-2022

Information Requested	Response
Name of Agency	Plumas County Literacy
Agency Contact Information (operational)	Lindsay Fuchs 445 Jackson St. Quincy CA 95971 530-283-6575 lindsayfuchs@countyofplumas.com
Agency Contact Information (fiscal)	Lindsay Fuchs 445 Jackson St. Quincy CA 95971 530-283-6575 lindsayfuchs@countyofplumas.com
Name of Program	Second Chance
Is this a new or continuing program?	continuing
Funding requested from CCP	\$14,948
Funding Received from CCP in prior years	2013-2014: \$28, 000 2014-2015: \$30, 000 2015-2016: \$33, 620 2016-2017: \$22, 410 2017-2018: \$37, 939 2018-2019: \$31, 733 2019-2020: \$18, 000 2020-2021: \$23, 389
Program Capacity	None
Current Program Caseload	Approximately 170 individuals per year (not including COVID-19 closure)
Program Cost per Unit	Cost per class: \$21-\$38

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JUL 07 2021

Plumas Co. Probation Dept.

## Plumas County Literacy

### Program Narrative

#### Description of Applicant Agency:

Plumas County Literacy (PCL) is a program under the direction of Plumas County Library. It was formed in 1991 in response and with funding from a California voter initiative in response to the unmet learning needs of adults. Affiliated with the California Library system's California Library Literacy Services (CLLS), the local program is mainly grant funded. Its programs and materials are free to all learners.

PCL's programs include: Adult Basic Education (ABE), GED preparation and assistance, English Language Learner classes and one-on-one tutoring, dyslexia remediation, Project Read (early childhood literacy outreach), beginning/basic computer instruction, beginning/basic financial literacy, resume instruction, Moral Recognition Therapy (MRT) programs within the Plumas County Sheriff's Corrections Center, and more.

In 2008, PCL launched Second Chance, a program designed to provide education services to adults incarcerated in Plumas County's jail. In 2011 that expanded through LSTA grants that provided for computer literacy, ABE, GED, life skills, career exploration, job readiness, anger management, parenting, responsible living and substance abuse and recovery education. Since that time, the MRT program adopted by the District Attorney's program is still in place, and upon request general education programs (such as basic reading comprehension, GED, etc) can be added. Using trained educators, MRT offers Parenting, How to Escape Your Prison, and Anger Management to incarcerated men and women.

Also: Attached is the organizational chart for PCL, current as of the date of this proposal July 6, 2021.

#### Problem Statement:

PCL is funded by the contribution from the Plumas County General Fund for program housing, utilities, insurance, and related needs within the Plumas County Library system, as well as funding through California Library Literacy Services (CLLS), other grants, and donations. PCL's coordinator is charged with grant-writing to provide funding to support its staff, volunteers, and materials.

The California Public Safety Realignment Plan has challenged rural safety-net organizations to meet the reentry needs of prisoners and their families from local jails with declining resources and revenues. Most individuals leaving incarceration lack the ability to fully navigate multiple system providers to meet their health, social, and educational needs. With general support provided herein, PCL's Second Chance works with offenders during their time in jail to prepare them for a successful reentry upon release.

According to the California Department of Justice's most recent statistics, in 2020 the Plumas County Sheriff's Office reported 129 felony arrests and 473 misdemeanor arrests. PCL consistently serves the needs of more than 150 men and women over the fiscal year, during about 300 sessions with repeat learners. The program anticipates serving 170 individuals during the 2021-2022 fiscal year.

#### Project Overview:

#### Goals and Deliverables:

Goal 1: To provide access to an array of educational and support services to inmates within the corrections center.

## Plumas County Literacy

Goal 2: To increase the number of inmates who are prepared for reentry release.

Goal 3: To conduct data collection and reporting on each level of service provided across programs.

### Clients to be served by the Proposed Project:

This funding is directly used for those incarcerated in the Plumas County Corrections Facility. We serve those referred to us, but all programs are open to anyone in the facility.

PCL anticipates serving the needs of approximately 170 individuals in instruction during the 2021-2022 fiscal year. This does not cover programs outside the jail.

MRT classes cost between \$21-\$38, depending on class length and prep time, which can vary, and the salary cost (which increases after Jan 1 due to the annual CA minimum wage increase.) This does not include the books, which can cost \$25-50 each, depending on the program. This also does not include supplies like folders, which can also be used for multiple classes and even multiple students.

### Performance Measures:

MRT uses the successful completion of each module and/or chapter as a self-contained evaluation.

### Service Area:

PCL's Second Chance programs are provided by educators within the Plumas County Sheriff's Corrections Center in Quincy. For those who complete their sentence before completing their MRT programs, further assistance is available through PCL at Quincy. Further assistance in other literacy offered non-MRT programs is available through PCL at the three county library branches in Portola, Chester, and the head branch in Quincy. Funding from CCP is not used for non-jail programs; these programs are financed through state grants, grants from foundations and charities, the general fund, and other resources.

### Proposed Project Staff:

The admin staff is Lindsay Fuchs, County Librarian, who is responsible for the program direction, data gathering from PCL staff, reporting measures, attending CCP meetings as needed, and overseeing personnel. The direct service staff include an Educator, who will be filled by current Literacy Program Assistant Sharon McKay until the recruited position is filled.

### Collaboration for the Proposed Project:

N/A

## PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP PROPOSAL BUDGET DETAIL

### Personnel Costs

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

Job Title/Classification	Hours per Week	Hourly Salary	Total Salary Required This Fiscal Year

Plumas County Literacy

Sharon McKay or unknown, Program Assistant – Educator	13-14	\$14.00 (2021) \$15.00 (2022)	\$10,352.00
Lindsay Fuchs, County Librarian – Admin	1-2	\$31.21	\$2,996.16

\* Assumes the Educator position will not begin until August. Hourly staff wages will be increased Jan 1 2022 due to the annual CA minimum wage increases.

**Total Personnel Cost: \$13,348.16**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

Job Title/Classification	Job Duties
Sharon McKay - Educator	Oversees Literacy's programs within the jail and teaches MRT and general education classes; also preparation time for classes, reporting, and other related duties.
Lindsay Fuchs - Admin	Responsible for the program direction, data gathering from PCL staff, reporting measures, attending CCP meetings as needed, overseeing personnel, and other related duties.

3. Show the actual rates and amounts for each of the following:

Rate	Annual Amount	Amount Required This Fiscal Year
FICA	N/A	N/A
Workman's Comp	N/A	N/A
Unemployment Insurance	N/A	N/A
Other Insurance	N/A	N/A
Other Benefits MediCare	N/A	N/A

**Total Employee Related Benefits Cost: \$0**

**Contract Services**

1. Will any contract services be used?  Yes  No

2. With whom will the applicant contract for services? N/A

Name of Contractor	Amount Required This Fiscal Year

**Total Contract Services \$0**

Plumas County Literacy

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan? N/A

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Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

*Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.*

**Non Personnel Costs**

1. Complete the following:

Travel	Amount Required This Fiscal Year
Auto Mileage: miles at /mile	N/A
Air Transportation	N/A
Subsistence	N/A
Other (describe)	N/A

**Total In-State Travel \$0**

2. Explain why the proposed travel is needed if not apparent from the project overview: N/A

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**Operating Expenses**

3. List anticipated expenses by category

Category	Amount Required This Fiscal Year
Postage	N/A
Telephone	N/A
Lease/Rental	N/A
Printing	\$100 for paper and ink
Maintenance	N/A
Consumable Supplies (specify)	MRT books: \$1,560.00 Notebooks/Folders: \$40
Other Costs	N/A

**Total Operating Expenses: \$1,600**

Plumas County Literacy

Justification of Operating Expenses:

PCL handles its own printing needs. This amount covers paper and ink used for copies of materials for classroom activities. Each inmate receives the specialized MRT instruction book/workbook, plus books/workbooks will be given as needed for texts on various subject matters like computers and life skills. PCL provides notebooks and folders to inmates as needed, or to be used by staff for filing/organizational purposes.

**Total Proposal Request: \$14,948.16**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

Project Director

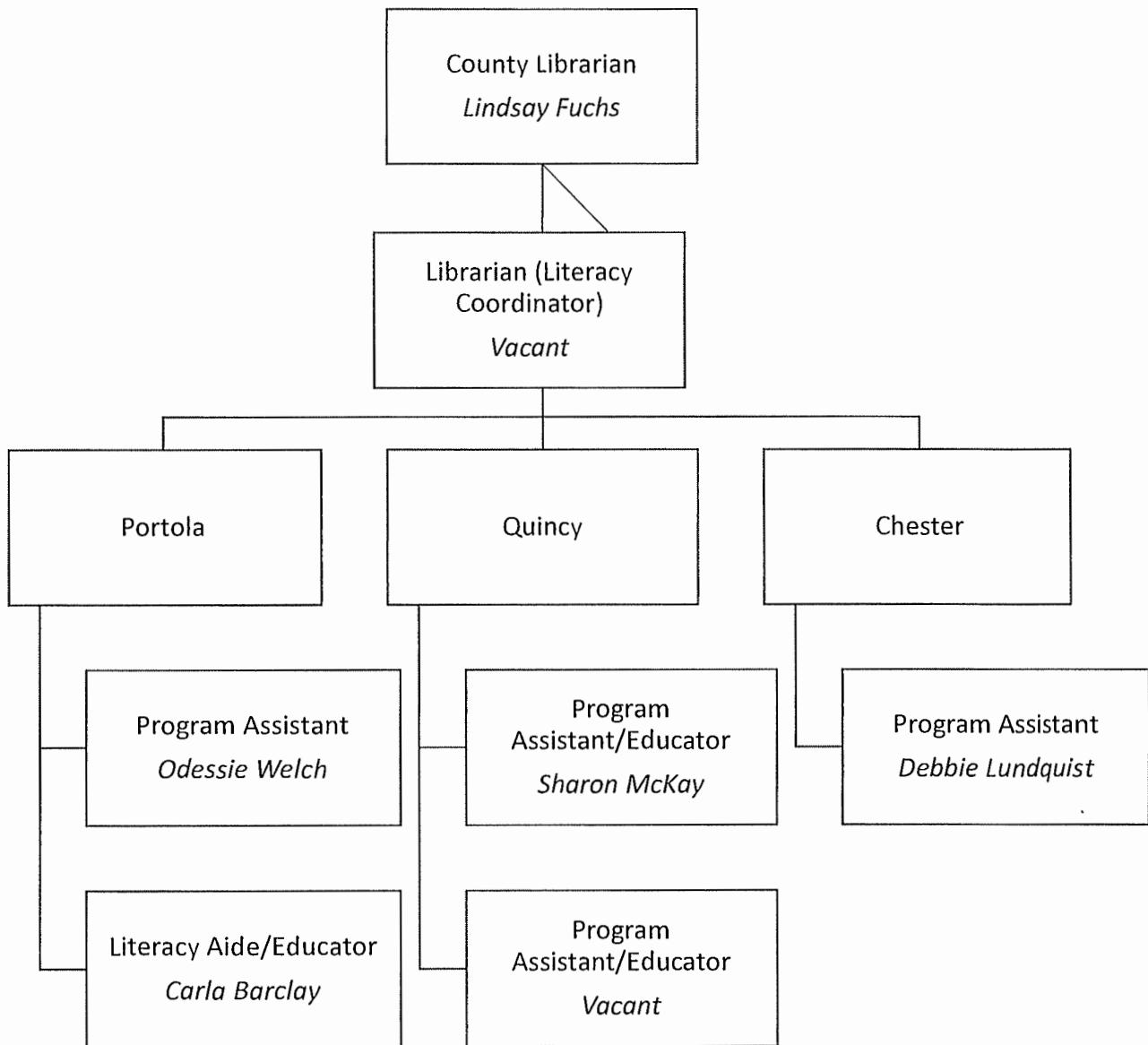
Signature: 

Date: 7/6/2021

Printed Name: Lindsay Fuchs

Title: County Librarian

Organizational Chart for Plumas County Literacy



**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM**

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
APPLICATION FOR FUNDING**

**Application for CCP Funds  
Face Page**

**Fiscal Year 2021-2022**

Information Requested	Response
Name of Agency	Plumas Crisis Intervention & Resource Center
Agency Contact Information (operational) (name, address, telephone and e-mail)	Scott McCallum, Executive Director P. O. Box 3005, Quincy, CA 95971 530-283-5515 – smccallum@pcirc.com
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	Cathy Rahmeyer, Director of Operations P. O. Box 3005, Quincy, CA 95971 530-283-5515 – crahmeyer@pcirc.com
Name of Program	Pathways Home Program
Is this a new or continuing program?	Continuing
Funding Requested from CCP	\$45,000
Funding received from CCP in prior years (specify year and amounts)	\$45,000.00 2020-2021 \$50,000.00 2019-20 \$61,200.00 2018-19 \$45,000.00 2017-18
Program Capacity (maximum number of participants program can serve)	Unlimited
Current Program Caseload (if applicable)	Varies
Program Cost per Unit (i.e. per bed, class, hour, etc.)	Average Costs Emergency Shelter - \$100 / night Rental Assistance - \$950 / month Deposit Assistance - \$1,500 Utility Assistance - Varies

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM

## Program Narrative

Description of Applicant Agency: Briefly describe the agency's mission, the type of services provided, and the relationship of the proposed project to other projects operated by the agency. Please attach an organizational chart, which may be used to provide part of the requested information.

Plumas Crisis Intervention & Resource Center (PCIRC) was incorporated in 1983, beginning as a grassroots organization to provide a crisis line for Plumas County, and is a private, non-profit organization. PCIRC currently provides direct service programs to vulnerable populations such as the 24/7 Plumas-Sierra Crisis Line and Emergency Services; Mac Housing Program; Plumas CASA (Court Appointed Special Advocate) Program; Homeless Prevention & Rapid Re-Housing Services; Ohana House Transitional Shelter Program; Pathways Home (Emergency Shelter, Rapid Re-Housing including deposit and short/medium term rent assistance, and intensive case management support for transitioning offenders); Plumas Adult Re-entry Program/Warm Hand-Off Program; Plumas-Sierra SAFE: Sexual Assault-Freedom & Education Program; Veterans Services Programming; Emergency Utility Program; and a Community Access Technology Center. In addition, PCIRC serves as the fiscal agent to the local Food Banks and the Quincy Community Supper Program. Access to all health-related core program services has historically been provided through two community Family Resource Center & Homeless Day Shelter sites located in Quincy and Portola, each reflecting and responding to the individual identified needs of their communities. PCIRC also supports an office in Sierra County which provides Sexual Assault and Domestic Violence services as well as youth violence prevention services.

PCIRC provides approximately 17,500 direct services to individuals of all ages annually. The Plumas CASA Program serves an average of 20 children annually; Ohana House Emergency & Transitional Shelter serves an average of 20 individuals annually; Pathways Home serves an average of 75 transitioning offenders and parolees annually; and the agency serves an average of 1,500 individuals with homeless prevention and housing services annually.

This funding request will allow PCIRC to sustain the Pathways Home Program for transitioning offenders and parolees in the 2021-22 service years. This investment will allow the agency to work closely with the Plumas County Probation Department, California Department of Corrections and Rehabilitation, Plumas County Behavioral Health and local justice system and other community partners to meet the housing and case management needs of transitioning offenders and parolees.

A current organizational chart is attached for reference.

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM**

**Problem Statement:** Describe the nature and scope of the problem the proposed project will address. Include relevant data and facts and statistics specific to the service area and/or target population to support the need for this type of service.

The Pathways Home Program addresses the housing needs of men and women who are transitioning from prison/jail and the judicial system. Plumas County has an average of 100 probationers who are case managed through various Community Justice Court, Alternative Sentencing or Prop 36 programs. Many are homeless and without employment and exit incarceration with nothing but the clothing with which they entered. Their social support systems are often part of their offending problems. The path to successful reentry for formerly incarcerated individuals in Plumas County is riddled with obstacles including poverty, substance abuse issues, chronic medical conditions, mental health issues and a lack of affordable housing. While some are case managed by mental health clinicians, many have co-occurring mental health and substance abuse issues that are undiagnosed, untreated, or self-medicated. The area has no dedicated nightly homeless shelter for adults to offer support. Formerly incarcerated individuals are often thrust back into the environments that started their journey into the criminal justice system. While multiple criminal justice partners are currently providing programming to transitioning offenders and their families through coordinated re-entry services, there are few funds to support a Housing First model that will reduce the number who are homeless and their length of homelessness. Recidivism rate factors are often related to a lack of permanent housing. With funding support provided herein, PCIRC will have the opportunity to collaborate with each Community Corrections Partnership member to provide intensive case management and housing services to transitioning offenders and their families while reducing recidivism rates in the county. With permanent housing options, families can be reunited with their children sooner when housing barriers are removed. This will allow them to focus their full attention on their physical, emotional, and mental wellness. The Pathways Home Program will compliment and align with the work of the BSCC Warm Hand-Off Reentry Services for parolees, Prop 47 individuals transitioning from sober living units, and Post Release Community Supervision (PRCS) clients in supporting a housing first model for transitioning offenders. PCIRC utilizes braided funding to meet the needs of participants.

Since the inception of this program in July 2016 and through June 2020, Pathways Home has served 327 unduplicated individuals in accessing emergency, transitional and permanent housing. The current year will close out with services to approximately 50 program participants. PCIRC continually seeks additional funding streams to compliment Pathways Home Program activities and support staffing, intensive case management and the cost of client intakes and assessments into the Homeless Management Information System (HMIS) as required by funders and the Department of Housing & Urban Development (HUD).

Over the past year, there has been a significant increase in the number of Penal Code 290 sex offender cases paroled back to Plumas County. PCIRC assists with the difficult task of securing both temporary, transitional and permanent housing for these offenders. Due to the many restrictions associated with community placements, the length of time of homelessness is greater and thus the costs are higher per case.

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM

Project Overview: Briefly and concisely address the following areas in the order they are given. Not to exceed 2 pages.

- Goals and Deliverables: State the overall goal of this measurable project (an over arching statement about what the project hopes to achieve logically linked to a problem and its causes). This section should clearly communicate the intended results of the project. Briefly state what goods or services will be delivered to the target population and how this will help to achieve the goals of the agency.

Goal 1: Sustain the Pathways Home Program for homeless transitioning offenders and parolees.

Goal 2: Provide access to a coordinated entry system, HMIS and intensive case management services for transitioning offenders and parolees.

Goal 3: Provide access to housing first support services including emergency motel sheltering, deposit/rent/utility assistance and support in housing location and landlord engagement activities. Additional access to all PCIRC programs (food, hygiene, clothing, baby supplies and household items as available) and assistance in securing benefits will also be provided.

Goal 4: Decrease the number of transitioning offenders and parolees who are homeless while reducing homelessness and recidivism rates in Plumas County.

Goal 5: Increase relationships with Community Corrections Partnership members including the Plumas County Jail, Plumas County District Attorney, Plumas County Sheriff, Alternative Sentencing Program and Plumas County Probation, California Department of Corrections & Rehabilitation, and other community partners.

- Clients to be served by the Proposed Project: Describe the client group that will be served in the proposed project. State how many clients will be served and how often they will be served. Also, include how they will be recruited.

For the purposes of this funding request, PCIRC is asking the Community Corrections Partnership to support homeless transitioning offenders and parolees through the Pathways Home Program. PCIRC anticipates serving approximately of 75 individuals (including family members) in this project in the coming year. In the 2020-21 service year, PCIRC noted more single adults in need of services. Clients are referred through multiple community partners.

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM

- **Performance Measures:** Briefly describe what performance will be measured and how it will be measured to demonstrate the effectiveness of the program. Please include any definitions or explanations of formulas or instruments used.

PCIRC tracks the delivery of Pathways Home Program services by agency referrals, case management services, direct client assistances, Peer and Grief Support Specialist services and a multitude of other direct service categories. The Homeless Management Information System (HMIS) is utilized to capture client history, intake information and program services, as required by the Department of Housing & Urban Development (HUD). Program effectiveness is measured by the length of time program participants remain permanently housed over a three-six-twelve-month period as well as improvements in securing employment, increasing family income and recidivism reductions.

- **Service Area:** Describe the specific geographic area (i.e. town) or location (i.e. school) where the proposed services will be delivered.

The service area for this program is countywide in Plumas County.

- **Proposed Project Staff:** Describe the staff needed for the proposed project including administrative, direct service, and support positions as well as volunteers to the extent possible. Include a summary of the major duties of each position involved in direct service.

PCIRC utilizes a team consisting of the Director of Operations and the Lead Emergency Services & Housing Coordinator to conduct initial intakes, determine Pathways Home eligibility, and provide intensive case management services to transitioning offenders and parolees. PCIRC staff screen potential clients through a coordinated entry process utilizing a Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) which rates the individual/family need for homeless services. Activities include the provision of intensive case management services, peer and grief counseling and access to support to secure resources and benefits. Staff also maintain established relationships with landlords throughout the county to provide access to housing options. The team members provide their expertise in accessing other sources of individual and family support such as CalFresh, Medi-Cal, FRC financial aid (if applicable), CalWorks, Social Security benefits, workforce development and other life sustaining supports. The agency addresses all the identified needs of adults and families to assist in solving barriers to education, workforce development, food insecurity and housing permanency and independence. The Lead Emergency Services & Housing Coordinator also acts as the HMIS Coordinator to assist in mandatory data collection and assessments of all homeless clients into the HMIS system. All PCIRC program services are monitored and supervised by the Executive Director who also provides bilingual translation services and hands-on support to program participants through direct services and peer counseling.

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM

- Collaboration for the Proposed Project: Identify the collaborative efforts that are most critical to the success of your proposed project. List the collaborations and how it will improve the service to clients. Please note that letters of cooperative agreements may be required for partnering agencies listed if this proposal is selected for funding.

PCIRC has collaborated with many agencies and organizations throughout the Tri-County area since its inception. The Pathways Home Program collaborative partners include Plumas County Probation Department, Plumas County Behavioral Health, Plumas County District Attorney, Alternative Sentencing Program, Plumas County Sheriff, Plumas County Jail, Plumas Rural Services, Plumas County Veterans Services, Plumas County Office of Education, Plumas County Community Development Commission, Lassen-Plumas-Sierra Community Action Agency, Plumas County Public Health, Plumas County Social Services, California Department of Corrections and Rehabilitation and other county and local program services including hospitals and emergency services providers.

The Pathways Home Program has been an extremely successful program and is in its fifth year of services supported by CCP. PCIRC is a natural match for the continuance of this much needed housing model in Plumas County. Transitioning offenders participating in the Pathways Home Program can access all PCIRC programming.

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM**

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

<b>JOB TITLE/ CLASSIFICATION</b>	<b>HOURS PER WEEK</b>	<b>HOURLY SALARY</b>	<b>TOTAL SALARY REQUIRED THIS FISCAL YEAR</b>
Executive Director	1 x 48	\$35.00	\$1,680.00
Director of Operations	2 x 48	\$33.00	\$3,168.00
Lead ES & Housing Coord.	5 x 48	\$21.00	\$5,040.00

**TOTAL PERSONNEL COSTS \$ \$9,888.00**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

<b>JOB TITLE/ CLASSIFICATION</b>	<b>JOB DUTIES</b>
Executive Director	Supervise and manage all PCIRC programs and deliverables.
Director of Operations	Provide program and fiscal support, data reporting, grief counseling, intensive case management, staff supervision and program support.
Lead ES & Housing Coord.	Daily client intake, HMIS assessments & data collection, housing coordination, peer counseling, access to resources and benefits support.

3. Show the actual rates and amounts for each of the following:

<b>RATE</b>	<b>ANNUAL AMOUNT</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>
FICA		\$791.00
Retirement		
Workman's Comp		\$89.00
Unemployment Insurance		\$89.00
Health Insurance		\$1,296
Other Insurance		

**TOTAL EMPLOYEE RELATED BENEFITS \$ 2,265.00**

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM**

**Contract Services**

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services?

<b>NAME OF CONTRACTOR</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>

**TOTAL CONTRACT SERVICES \$ 0**

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

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Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

***Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.***

**Non Personnel Costs**

1. Complete the following:

<b>TRAVEL (Cannot exceed State Travel Costs)</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>
Auto Mileage:      miles at      /mile	
Air Transportation	
Subsistence	
Other (describe)	

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM

**TOTAL IN-STATE TRAVEL \$ 0**

2. Explain why the proposed travel is needed if not apparent from the project overview.

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**Operating Expenses**

3. List anticipated expenses by category. Please be specific.

**AMOUNT REQUIRED THIS CALENDAR YEAR**

Postage	
Telephone	
Lease/Rental	
Printing	
Maintenance	
Consumable Supplies (specify) (i.e. workbooks)	
Other Costs: Daily Cost per Bed: Cost per Class/Session: Cost per GED Test: Cost per FRC Application: Cost per Work Training: Cost per Work Uniform:	Emergency Motel Sheltering, Deposit Assistance, Rental Assistance & Utility Costs - \$32,847.00

**TOTAL OPERATING EXPENSES \$ 32,847.00**

**JUSTIFICATION OF OPERATING EXPENSES:**

Amounts will vary for emergency motel shelter, deposit assistance, utility costs and rental costs per client.

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
PATHWAYS HOME PROGRAM

**TOTAL PROPOSAL REQUEST \$ 45,000.00**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

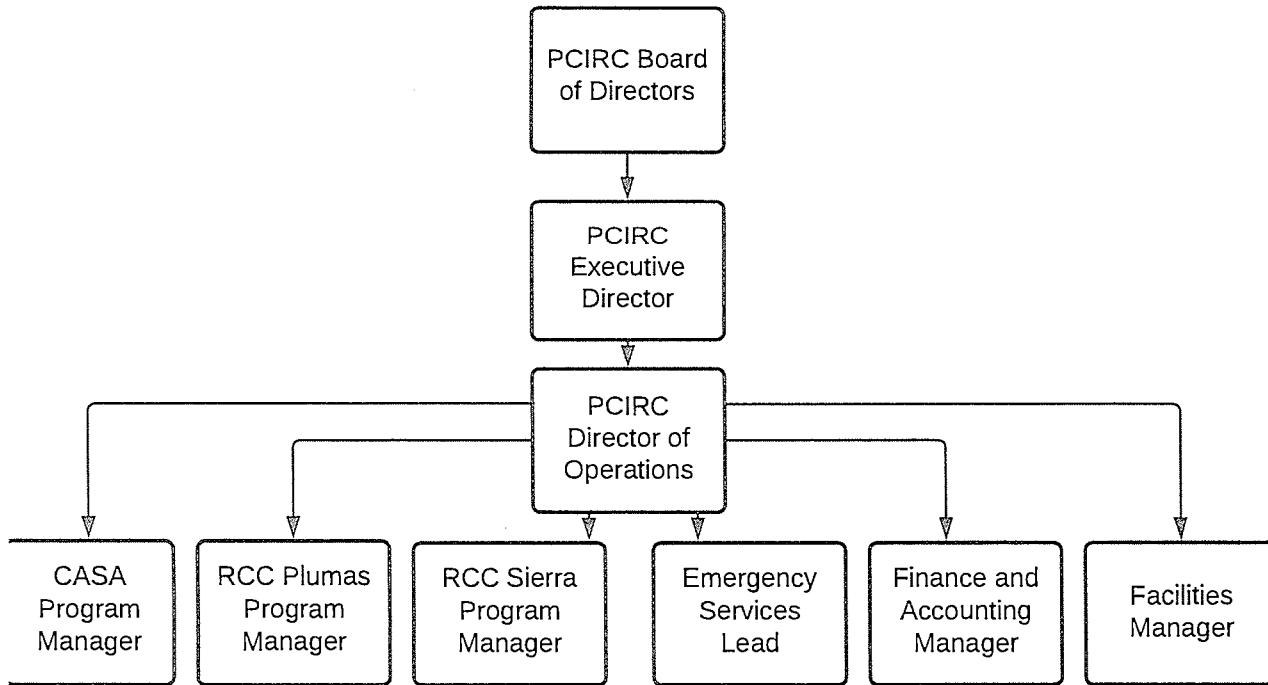
**PROJECT DIRECTOR**

Signature: 

Date: 7/7/21

Printed Name: Scott McCallum

Title: Executive Director



**Index**  
**Board of Directors**

Kitty Gay  
Scott Quade  
Dan Henson  
Robert Bondon  
Christina Gaudio  
James Wilson  
Sara Patrick  
Josh MacLean

**Executive Director**

Scott McCallum

**Director of Operations**

Cathy Rahmeyer

**CASA Program Manager**

Melissa Lopez

**RCC Plumas Program Manager**

Michelle Ridley

**RCC Sierra Program Manager**

Suzanne Shelton

**Emergency Services Lead**

Kristen Quade

**Finance and Accounting Manager**

Kristen Quade

**Facilities Manager**

Cathy Rahmeyer

PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
APPLICATION FOR FUNDING

**General Instructions**

Each application should include an Application Face Sheet for each project for which you are requesting funds.

Each application must:

- Be typewritten or computer generated on 8 1/2 X 11 white paper in portrait format.
- Have font size no smaller than 10 no larger than 12.
- Have all pages sequentially numbered.
- Have the name of applicant/organization at top of each page.
- Submit an original and two copies of the Application.

**Please submit only the information requested.**

**Applications are due to the Plumas County Probation Department, 270 County Hospital Road, Suite 128, Quincy, CA 95971. Applications are due by the close of business July 7th, 2020.**

If you have any questions please call Keevin Allred at (530) 283-6200 or email [keevinallred@countyofplumas.com](mailto:keevinallred@countyofplumas.com).

Application for CCP Funds  
Face Page

Fiscal Year 2021-2022

Information Requested	Response
Name of Agency	Plumas County Probation Dept.
Agency Contact Information (operational) (name, address, telephone and e-mail)	Keevin Allred, Chief Probation Officer 270 County Hospital Rd., Suite 128 Quincy, CA 95971 (530) 283-6200 keevinallred@countyofplumas.com
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	Miguel Herrera, Dept. Fiscal Officer 270 County Hospital Rd., Suite 128 Quincy, CA 95971 (530) 283-6529 miguelherrera@countyofplumas.com
Name of Program	Probation
Is this a new or continuing program?	Continuing
Funding Requested from CCP	\$ 306,484
Funding received from CCP in prior years (specify year and amounts)	FY 12/13 - \$164,036 FY 13/14 - \$201,845 FY 14/15 - \$201,845 FY 15/16 - \$201,845 FY 16/17 - \$292,642 FY 17/18 - \$339,909 FY 18/19 - \$341,500 FY 19-20 - \$354,484 FY 20-21 - \$258,090.39
Program Capacity (maximum number of participants program can serve)	N/A
Current Program Caseload (if applicable)	106
Program Cost per Unit: Daily Cost per Bed: Cost per Class/Session: Cost per GED Test: Cost per FRC Application: Cost per Work Training: Cost per Work Uniform:	

## Program Narrative

Description of Applicant Agency: Briefly describe the agency's mission, the type of services provided, and the relationship of the proposed project to other projects operated by the agency. Please attach an organizational chart, which may be used to provide part of the requested information.

**The Plumas County Probation Department is committed to protecting our community and minimizing the impact of crimes by providing high quality, professional services to the Courts, offenders and victims.**

Supervision and accountability is critical to protecting the community and rehabilitating offenders. Supervision of the Post-Release Community Supervision (PRCS), Mandatory Supervision (MS) and High-Risk populations are primarily being performed between two Deputy Probation Officers. Caseloads are not currently capped at a maximum number of cases.

A Community Justice Court was initiated in fiscal year 2019-2020. Two Deputy Probation Officers have been assigned to this caseload and remained committed to closely servicing the needs of this population and supporting this program. Another goal recently initiated was to re-establish a Day Reporting Center. Once a Day Reporting Center is officially re-established, Deputy Probation Officers will have an additional location to closely supervise their caseloads and engage them in programming. Re-entry services for Post Release Community Supervision and Mandatory Supervision clients would be enhanced by the development of a central location for obtaining services.

The Probation Department supervises adult criminal offenders within the community, with an emphasis on rehabilitation, accountability, and enforcement. Applying evidence-based assessments and evidence-informed supervision strategies enables the Probation Department to identify an offender's risk of re-offending, provide an appropriate level of supervision, hold offenders accountable, and address client's needs with the aim of preventing future victimization, reducing recidivism and promoting a safe and healthy community.

The Probation Department plays a vital role in the implementation of community-based corrections programs through community-based punishment, evidence-based practices, and improved supervision strategies among adult felons resulting in improved public safety outcomes and ensuring appropriate outcomes for low-level offenders as outlined in Section 3450 and 17.5 of the California Penal Code.

Problem Statement: Describe the nature and scope of the problem the proposed project will address. Include relevant data and facts and statistics specific to the service area and/or target population to support the need for this type of service.

**To effectively implement AB109 legislation, Deputy Probation Officers (DPO) must supervise manageable caseloads. Supervision and accountability must**

be a priority to protect the community and rehabilitate low-level offenders, which is the undercurrent and guiding philosophy of AB109. Objectives and goals related to realignment will be accomplished with the utilization of evidence-based practices. This includes programming, supervision, assessments, and case planning in order to change criminal thinking and behaviors, as well as reduce recidivism.

Deputy Probation Officers require much ongoing training, including training for field work, legislative updates and specialized caseloads. Caseload numbers for Probation Departments range between approximately 35-50 cases per Deputy Probation Officer.

Currently, the Probation Department consists of four DPO's supervising adult caseloads, two DPO's supervising juvenile caseloads and one Supervising Probation Officer (vacant). As of July 1, 2021, Probation manages approximately seventy-eight adult formal felony offenders, sixty-seven adult formal/DEJ misdemeanor offenders and twenty-six PRCS clients. Those officers responsible for supervision of PRCS, MS, and high-risk offenders must maintain their caseloads at appropriate levels to provide intensive supervision. Sufficient staffing, equipment, and training are required to complete this goal.

Domestic violence classes are currently being offered through the Probation Department and Cognitive Restructuring Group classes are scheduled to resume in the near future.. Lack of adequate transportation is an identified problem for many offenders, and for this reason, the Probation Department provides bus passes. Community service work monitoring has expanded. Electronic monitoring, alcohol use monitoring, and drug testing programs will continue. Pre-Release Video Conferencing (PRVC), and Courage to Change journaling programs continue in-house with the option of extending services at the jail. The Containment Model and Sex Offender Treatment programs continue for this specialized caseload. The Probation Department has increased field presence and will continue this effort, as well as providing intensive supervision to the PRCS, MS, and high-risk probation offenders.

Administratively, the Probation Department's Management Analyst and Fiscal Officer will continue to assist with the gathering and reporting of data collection and program evaluations which allow the Probation Department and Community Corrections Partnership (CCP) ample data to evaluate program sustainability, assist with short and long-term planning, oversee administration of contracts, and make critical fiscal decisions.

Project Overview: Briefly and concisely address the following areas in the order they are given. Not to exceed 2 pages.

- Goals and Deliverables: State the overall goal of this measurable project (an overarching statement about what the project hopes to achieve logically linked to a problem and its causes). This section should clearly communicate the intended results of the project. Briefly state what goods or services will be delivered to the target population and how this will help to achieve the goals of the agency.

The overall goal is to successfully implement AB109 Realignment legislation goals. The Probation Department will provide intensive supervision to include home visits, home searches, case planning, victim contacts, and collateral contacts. The Probation Department will provide evidence-based assessments, graduated sanctions, interventions, drug testing, electronic monitoring, apprehension of offenders who violate the terms and conditions of their supervision, positive incentives, and reporting to the Court. The Probation Department will provide these services in order to reduce recidivism and promote a safe and healthy community.

- Clients to be served by the Proposed Project: Describe the client group that will be served in the proposed project. State how many clients will be served and how often they will be served. Also, include how they will be recruited.

Two AB109 Deputy Probation Officers will work directly with the PRCS, Mandatory Supervision, Community Justice Court and high risk offender populations. Currently, these caseloads include approximately twenty-six PRCS clients, two Mandatory Supervision clients and forty-two high risk clients. As it stands today, Community Justice Court has seven participants. Probation will continue to offer drug testing services for that population. Deputy Probation Officers will continue to conduct a minimum of two monthly in-person contacts and one required field contact every quarter. Clients qualify for AB109 caseloads and the intensive supervision program based upon Static Risk and Needs Assessments (SRNA), case plans and supervision terms aimed at reducing recidivism at the local level.

- Performance Measures: Briefly describe what performance will be measured and how it will be measured to demonstrate the effectiveness of the program. Please include any definitions or explanations of formulas or instruments used.

Increase public safety by decreasing the number of repeat offenders. This will be measured by the number of new convictions for an offender who falls under the Probation Department's jurisdiction for supervision.

- Service Area: Describe the specific geographic area (i.e. town) or location (i.e. school) where the proposed services will be delivered.

Plumas County is located near the northeast corner of California. 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. Plumas County is 2,553 square miles. The population is approximately 20,000.

- Proposed Project Staff: Describe the staff needed for the proposed project including administrative, direct service, and support positions as well as

volunteers to the extent possible. Include a summary of the major duties of each position involved in direct service.

All Adult Division staff within the Probation Department play a critical role in the implementation of this program. Deputy Probation Officers are required for supervision and enforcement. Support positions are required for completion of paperwork, referrals, drug testing, and assistance to the Deputy Probation Officers to ensure work flow. Administrative staff handles all budget, financial, evaluation and reporting needed to maintain operations and programming and oversee administration of grants, contracts, and procurements.

- Collaboration for the Proposed Project: Identify the collaborative efforts that are most critical to the success of your proposed project. List the collaborations and how it will improve the service to clients. Please note that letters of cooperative agreements may be required for partnering agencies listed if this proposal is selected for funding.

The Probation Department believes in a balanced approach to managing offenders, and as such collaborates with local community-based organizations and other county departments. Preparing inmates for reentry is an essential component of ensuring clients' success and reducing recidivism in Plumas County.

A Multi-Disciplinary Reentry Program will assist incarcerated individuals in making a successful transition to the community by streamlining the release process, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. This population includes high and moderate risk formal probation clients, parole revocations, post-release community supervision clients, Mandatory Supervision clients and 1170(h) PC clients. Program goals include, but are not limited to, assisting clients with the following: Obtaining stable housing, obtaining stable employment and/or vocational training; education services, accessing appropriate mental health services, and accessing appropriate evidence-based programming.

The Multi-Disciplinary Reentry Team (MDRT) will consist of representatives from the following agencies: Probation Department, Plumas County Correctional Facility, and the Behavioral Health Department. Community partners such as the Plumas County Crisis Intervention & Resource Center (PCIRC); the Alliance for Workforce Development (AFWD) and/or the Adult Learning Center will also play an integral role in each offender's successful reentry case plan. Appropriate Moderate/High Risk clients will be identified by the MDRT ninety days prior to release from custody, at which time development of a release plan will commence. Sixty days prior to release, the MDRT will have met with the client and developed a formal Reentry Case Plan, specifically addressing each client's needs as identified by the appropriate evidence-based risk and need assessments, alongside initiating the appropriate referrals for supervision, services and programming. Thirty days prior to reentry, the Deputy Probation Officer will work with the client and Correctional Reentry Representative to confirm the date of release, review the client's reentry case plan, and ensure the appropriate referrals and services are in place. Upon the day of reentry, the Deputy Probation Officer will accompany the client to Probation or the appropriate receiving agency for check-in.

Additionally, the Probation Department will continue involvement in the Community Justice Court. And, the goal of reestablishing the Day Reporting Center will enhance collaboration for all stakeholders. There will be long-term benefits to the criminal justice system and to the community as a result.

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

JOB TITLE/ CLASSIFICATION	HOURS PER WEEK	HOURLY SALARY	TOTAL SALARY REQUIRED THIS FISCAL YEAR
Deputy Probation Officer III	36	26.09	\$ 47,745
Deputy Probation Officer II	36	23.67	\$ 43,850
Dept. Fiscal Officer II	2	24.21	\$ 2,562
Management Analyst	4	24.80	\$ 5,271

**TOTAL PERSONNEL COSTS \$ 99,428**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

JOB TITLE/ CLASSIFICATION	JOB DUTIES
Deputy Probation Officer III	See attached job description
Deputy Probation Officer II	See attached job description
Dept. Fiscal Officer II	See attached job description
Management Analyst	See attached job description

3. Show the actual rates and amounts for each of the following:

RATE	ANNUAL AMOUNT	AMOUNT REQUIRED THIS FISCAL YEAR
FICA		\$ 7,515
Retirement		\$ 28,357
Workman's Comp		
Unemployment Insurance		
Health Insurance		\$ 21,116
Other Insurance		
Other Benefits (specify)		

**TOTAL EMPLOYEE RELATED BENEFITS \$ 56,989**

## Contract Services

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services?

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR
N/A	

TOTAL CONTRACT SERVICES \$ \_\_\_\_\_

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

*Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.*

## Non Personnel Costs

1. Complete the following:

TRAVEL (Cannot exceed State Travel Costs)	AMOUNT REQUIRED THIS FISCAL YEAR
Auto Mileage: miles at /mile	
Air Transportation	
Subsistence	
Other (describe)	

TOTAL IN-STATE TRAVEL \$ \_\_\_\_\_

2. Explain why the proposed travel is needed if not apparent from the project overview.

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### Operating Expenses

3. List anticipated expenses by category. Please be specific.

#### AMOUNT REQUIRED THIS CALENDAR YEAR

	AMOUNT REQUIRED THIS CALENDAR YEAR
Phone – Cellular Service	\$ 1,600
Phone – Land Lines	\$ 500
Software License	\$ 5,000
Safety Equipment	\$ 1,200
Computers	\$ 2,500
Office Expense	\$ 1,300
Professional Services	\$ 14,000
Electronic Monitoring	\$ 8,000
Professional Services – Community Partners	\$ 90,000
Reference Manual/Law, Code Books	\$ 200
Non-employee Incentives	\$ 1,000
Drug Testing	\$ 3,000
Drug Testing Supplies	\$ 5,745
Travel – In-County	\$ 1,500
Travel – Out-Of-County	\$ 5,000
Emergency Shelter	\$ 2,000
Training	\$ 4,000
Program Expenses	\$3,522

**TOTAL OPERATING EXPENSES \$ 150,067**

**JUSTIFICATION OF OPERATING EXPENSES:**

Programs, services, incentives, and housing must be provided to clients for rehabilitation and recidivism reduction.

Deputy Probation Officers must be provided equipment, software, supplies, and training to perform duties required.

Other Expenses required include, but are not limited to: Paper, supplies, media, and other costs related to CCP operations.

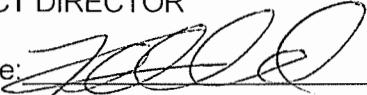
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**TOTAL PROPOSAL REQUEST \$ 306,484**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

PROJECT DIRECTOR

Signature:  Date: 7-12-20

Printed Name: Kevin Allred Title: Chief Probation Officer

## **DEPUTY PROBATION OFFICER II**

### **DEFINITION**

Under direction, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseloads of assigned probationers and monitor compliance with probation conditions; promote rehabilitation of adult or juvenile offenders through supervision, guidance and accountability ; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the journey level class for the Probation Officer series. The assigned duties are more technical and complex than those assigned to the Deputy Probation Officer I. Duties are performed with minimal guidance and supervision.

### **REPORTS TO**

Supervising Probation Officer, Chief Probation Officer

### **CLASSIFICATIONS SUPERVISED**

None.

## DEPUTY PROBATION OFFICER II - 2

### **EXAMPLES OF DUTIES**

- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conduct follow-up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.
- May provide training and direction for support staff.

## **DEPUTY PROBATION OFFICER II - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment and in the field; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient Writing Techniques.

#### **Ability to**

- Apply the principles and practices of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.
- Recognize health and behavioral problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public, other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

## DEPUTY PROBATION OFFICER II - 4

### **Training and Experience:**

One (1) year of professional probation work experience comparable to that of a Deputy Probation Officer I with Plumas County.

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

**Special Requirements:** 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.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training, and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.

## **DEPUTY PROBATION OFFICER III**

### **DEFINITION**

Under direction, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with probation conditions; promote rehabilitation of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the journey level class for the Probation Officer series. The assigned duties are more technical and complex than those assigned to the Deputy Probation Officer II. These positions are located in Intake, Supervision, and Placement Programs. Duties are performed with minimal guidance and supervision.

### **REPORTS TO**

Supervising Probation Officer, Chief Probation Officer

### **CLASSIFICATIONS SUPERVISED**

None.

## DEPUTY PROBATION OFFICER III - 2

### EXAMPLES OF DUTIES

- Performs administrative support as delegated by the Supervising Probation Officer.
- May serve as Supervising Probation Officer in the Supervisor's absence.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adult or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, Justice, and Juvenile Courts; conducts search and seizure of person, property and vehicles.
- May prepare civil cases.
- Prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conducts follow up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult division P.O. may be asked to fulfill this duty as backup for juvenile division.
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.

## DEPUTY PROBATION OFFICER III - 3

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment and in the field; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

#### **Ability to**

- Apply the principles of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public, other County agencies and law enforcement.
- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.

- Prepare, review, and analyze data.

## **DEPUTY PROBATION OFFICER III - 4**

### **Training and Experience:**

Four (4) years of professional probation work experience comparable to that of a Deputy Probation Officer II with Plumas County.

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

**Special Requirements:** 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.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training, and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.

## **MANAGEMENT ANALYST II**

### **DEFINITION**

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of a department(s) or the County government; to develop, implement and evaluate policies, plans and programs and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the experienced to advanced experienced level in the management analyst class series. Incumbents are expected to perform increasingly difficult and complex management analyst tasks and conduct management studies for County departments. Incumbents are expected to carry out assigned risk management, purchasing, and other specialized functions.

### **REPORTS TO**

Department Head.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **MANAGEMENT ANALYST II – 2**

### **EXAMPLES OF DUTIES**

- Performs general and specialized studies, surveys, and analyst relating matters of county government operation.
- Reviews revenues and expeditors requests of county departments and makes recommendations based on program objectives and requirements.
- Assists in compiling and analyzing.
- Monitors revenues and expeditors of various County departments.
- Makes periodic reports on budget status.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulations.
- Gathers, tabulates and analyses data and information.
- Develops recommendations and prepares reports.
- May assists in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development bids and specification for major purchases.
- Will administer or negotiate leases and service contracts.
- May represent the County at meetings and conferences.
- May coordinate part of the county risk management, Health Insurance Portability and Accountability Act (HIPPA), and MediCal Administrative Activity programs.
- Performs a variety of staff support duties and other specialized functions as assigned.

### **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 office equipment including computers, telephones, calculators, copiers and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit out-station county departments, staff, programs and operations.

## **MANAGEMENT ANALYST II – 3**

### **DESIRABLE QUALIFICATIONS**

#### **KNOWLEDGE OF**

- Local government origination, operation and legislative process.
- Sadistically methods and practices of financial administration including governmental accounting
- Functions originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles
- Organization functions programs and policies of Plumas County Government

#### **ABLITIY TO**

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effetely represent the programs and functions of the county with public, community organizations, other county staff, and other government agencies
- Establish and maintain effective working relationships

## **MANAGEMENT ANALYST II – 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:

Possession of a bachelor's degree in public or business administration or a related field. Two (2) years of experience in performing the duties and responsibilities reverent to that of a Management Analyst I with Plumas County.

Job related experience might be substituted for education requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

### **Special Requirements:**

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

## **DEPARTMENT FISCAL OFFICER II**

### **DEFINITION**

Under direction, to be responsible for the development, maintenance, and tracking of a Department's fiscal information and data; to perform a variety of administrative, staff, and office management duties for an assigned department; to assign, schedule, coordinate, supervise, and evaluate the work of assigned staff; to perform a variety of difficult, complex, and specialized information gathering, information preparation, and public relations assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialist classification for the positions which have primary responsibility for the development and maintenance of Department fiscal records and information in one of the County's larger departments such as Social Services, Public Works, Mental Health, and Public Health or departments having several complex diversified budget units. Responsibilities also include supervising, overseeing, and performing a variety of administrative, staff, and office management functions. Incumbents report directly to the Department Head. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department.

### **REPORTS TO**

A County Department Head

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Various Office, Fiscal, and Program Support Staff depending upon the department to which a position is allocated.

## **DEPARTMENT FISCAL OFFICER II – 2**

### **EXAMPLES OF DUTIES**

- Serves as primary fiscal and staff support person for a larger County Department.
- Assists with the development, maintenance, and tracking of the Department's budget.
- Develops, analyzes, maintains and tracks a variety of fiscal and budget control journals, documents, and reports.
- Keeps other Department management aware of the budget status, expenditure levels, and the need to adjust expenditures for specific programs and operating areas.
- Has responsibility for the development, control, and maintenance of specials grants and special grant funding.
- Develops reports and information for grant funding agencies.
- Coordinates Department fiscal data and recordkeeping with the Auditor/Controller and other fiscal control agencies, such as the State and Federal government.
- Performs a wide variety of specialized office management, administrative support, and staff support assignments.
- May coordinate Department personnel activities.
- May assist with long term planning and establishing of Department goals.
- Hires, trains, supervises, and evaluates assigned staff.
- Establishes work schedules and priorities.
- Performs public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions, and procedures.
- Establishes and updates information retrieval systems.
- Oversees the preparation or prepares purchasing documents, facilitating purchasing procedures for the Department.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Operates office equipment.

### **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 office equipment including computers, telephone, calculators, copies, and FAX.

## DEPARTMENT FISCAL OFFICER II – 3

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Operations, rules, policies, and procedures of the Department where assigned.
- Accounting principles and practices.
- Budget development and control.
- Public and community relations.
- Grant development and administration.
- Administrative analysis.
- Office management methods and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and statistical recordkeeping.
- Personal computers and software applications related to fiscal and administrative support work.
- Principles of supervision, training, and staff evaluation.

#### **Ability to:**

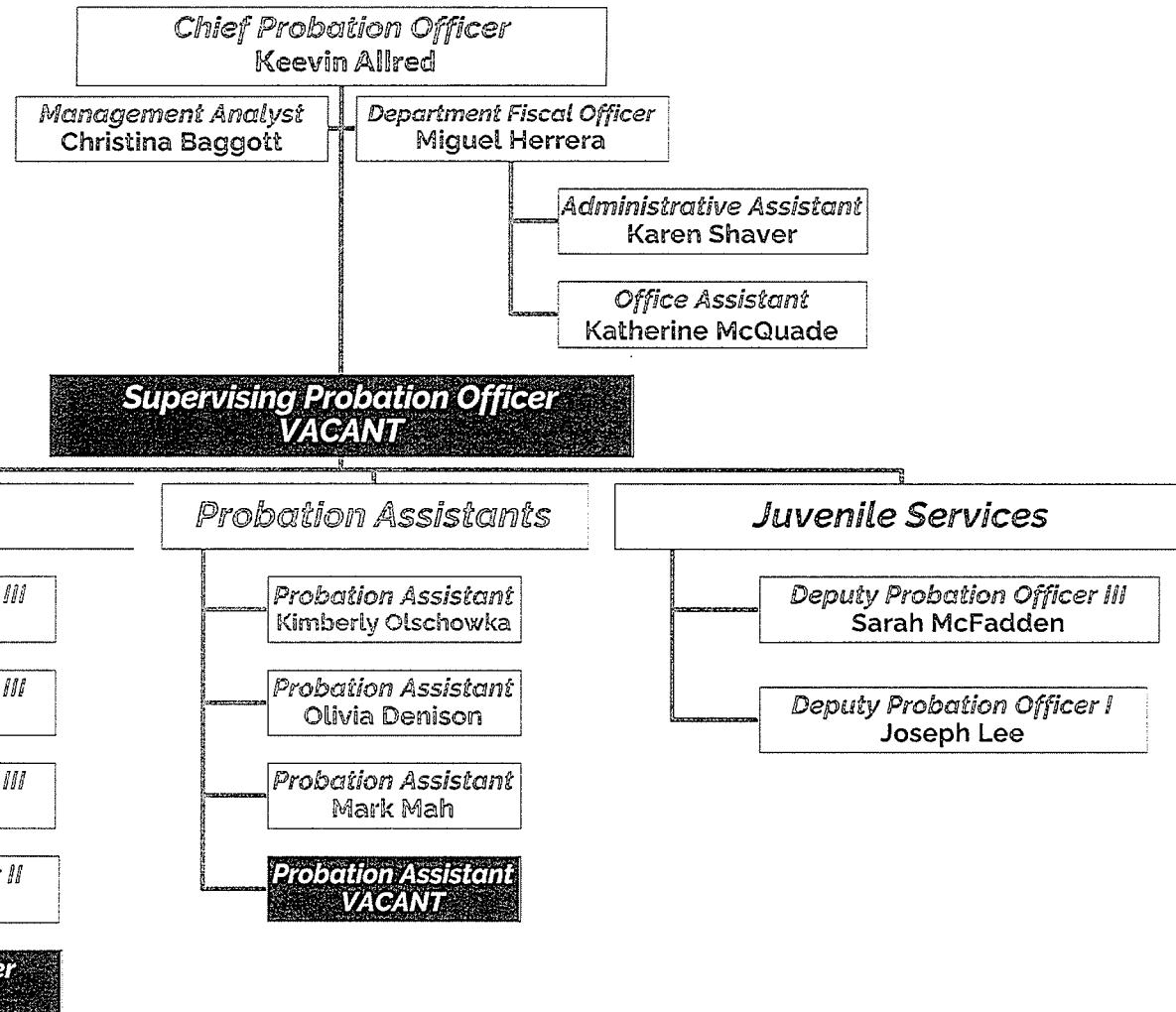
- Perform a wide variety of complex and specialized fiscal administration and support work for an assigned Departments.
- Supervise, train, and evaluate the work of assigned staff.
- Interpret, explain, and apply a variety of County and Department policies, rules and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department and unit budgets.
- Prepare and maintain grant funding records and reports.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for fiscal and administrative functions.
- Effectively represent the County and the Department or unit 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.

## **DEPARTMENT FISCAL OFFICER II – 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:

At least one (1) year equivalent to Department Fiscal Officer I or equivalent completion of courses required for a major in Business Administration at an accredited four (4) year college or university.

**Special Requirements:** Possession of a valid California Driver's License issued by the Department of Motor Vehicles.



Plumas County Sheriff's Office

PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
APPLICATION FOR FUNDING

**General Instructions**

Each application should include an Application Face Sheet for each project for which you are requesting funds.

Each application must:

- Be typewritten or computer generated on 8 1/2 X 11 white paper in portrait format.
- Have font size no smaller than 10 no larger than 12.
- Have all pages sequentially numbered.
- Have the name of applicant/organization at top of each page.
- Submit an original and two copies of the Application.

**Please submit only the information requested.**

**Applications are due to the Plumas County Probation Department, 270 County Hospital Road, Suite 128, Quincy, CA 95971. Applications are due by the close of business July 7, 2021.**

If you have any questions please call Keevin Allred at (530) 283-6200 or email [keevinallred@countyofplumas.com](mailto:keevinallred@countyofplumas.com).

**Application for CCP Funds  
Face Page**

**Fiscal Year 2021-2022**

Information Requested	Response
Name of Agency	<b>Plumas County Sheriff's Office</b>
Agency Contact Information (operational) (name, address, telephone and e-mail)	<b>Todd Johns, Sheriff 1400 E. Main Street Quincy, CA 95971 530-283-6389 tjohns@pcco.net</b>
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	<b>Roni Towery, Sheriff's Fiscal Officer 1400 E. Main Street Quincy, CA 95971 530-283-6396 ronitowery@countyofplumas.com</b>
Name of Program	<b>Sheriff AB109</b>
Is this a new or continuing program?	<b>Continuing</b>
Funding Requested from CCP	<b>\$485,792.00</b>
Funding received from CCP in prior years (specify year and amounts)	<b>FY 13/14 - \$308,833.00 FY 14/15 - \$361,594.00 FY 15/16 - \$361,594.00 FY 16/17 - \$361,594.00 FY 17/18 - \$537,246.00 FY 18/19 - \$469,678.00 FY 19/20 - \$484,185.00 FY 20/21 - \$460,976.00</b>
Program Capacity (maximum number of participants program can serve)	<b>Varies – based on AB109 population in the county &amp; Jail</b>
Current Program Caseload (if applicable)	<b>Varies – based on AB109 population in the county &amp; Jail</b>
Program Cost per Unit: Daily Cost per Bed: Cost per Class/Session: Cost per GED Test: Cost per FRC Application: Cost per Work Training: Cost per Work Uniform:	<b>Average Daily Cost to house an inmate is \$208.15</b>

## Program Narrative

Description of Applicant Agency: Briefly describe the agency's mission, the type of services provided, and the relationship of the proposed project to other projects operated by the agency. Please attach an organizational chart, which may be used to provide part of the requested information.

It is the mission of the Plumas County Sheriff's Office to serve our community by delivering fair and ethical law enforcement, protecting the innocent, apprehending criminals, maintaining public order, providing for the care and custody of prisoners, and by establishing the cause, manner, and mechanism of death in Coroner's cases. This mission is accomplished through commitment, dedication, and provision of excellent services to the residents and visitors of our community.

The Sheriff is the chief law enforcement officer of the county. The office of Sheriff is established by the California Constitution (Article XI, Section 1, Subdivision (b)) and by statute (Government Code Section 24000). The Sheriff is elected to a non-partisan office for a four-year term. The jurisdiction of the Sheriff extends throughout the county, including the City of Portola and state and federal owned property.

The Sheriff is generally charged with preserving the peace, enforcing criminal statutes, and investigating known or suspected criminal activity. The Sheriff is specifically charged by statute with the duty to serve various forms of civil process and to operate the county correctional facility. The Sheriff is the coordinator for law enforcement, mutual aid, and is responsible for search and rescue. In Plumas County, the offices of Sheriff and Coroner are combined. Coroners' duties are defined in the California Government Code, commencing with Section 27400.

The Sheriff has the specific statutory duty to operate the county correctional facility. The purpose of the correctional facility is fourfold: detain persons committed in order to secure their attendance as witnesses in criminal cases; detain persons charged with crimes and committed for trial; for the confinement of persons committed for contempt or by other authority of law; and for the confinement of persons sentenced to imprisonment upon conviction for a crime (Penal Code Section 4000).

Title 4 of Part 3 of the California Penal Code governs various aspects of county correctional facility operations. Minimum standards for the operation of local detention facilities are codified in the California Code of Regulations (CCR), Title 15, Division 1, Chapter 1, Subchapter 4, commencing with Section 1004.

The Plumas County Sheriff's Correctional Center safely houses a maximum of 67 inmates at all levels. This correctional facility, however, is outdated and designed in a linear fashion which creates safety and housing issues for the staff. Based on fluctuations in the male and female population, inmates requiring segregation and proper classification of inmates, the jail capacity can rapidly increase and decrease throughout the facility or in specific cells.

The correctional facility is staffed 24 hours a day, 365 days a year by the Sheriff's Corrections Division, which consists of one Jail Commander, five Sergeants, and nineteen Correctional Officers. In addition to booking and overseeing the inmate population housed at the jail, the staff also provides additional court security when requested by the courts, and transports

prisoners as needed for court appearances, medical or dental appointments, and to or from other detention facilities, including extradition transportation when needed.

Problem Statement: Describe the nature and scope of the problem the proposed project will address. Include relevant data and facts and statistics specific to the service area and/or target population to support the need for this type of service.

In 2011, the California Legislature passed and the Governor signed into law the Public Safety Realignment Act (Assembly Bill 109), which transfers responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. AB109 took effect on October 1, 2011 and realigns three major areas of the criminal justice system. On a prospective basis, the legislation:

1. Transfers the location of incarceration for lower-level offenders (specified non-violent, non-serious, non sex offenders) from state prison to local county jail and provides for an expanded role for post-release supervision for these offenders;
2. Transfers responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
3. Transfers the housing responsibility for parole and PRCS revocations to local jail custody.

The realignment of state prisoners and the shifting of parole violators being housed in the county correctional facility have substantially increased Plumas County Sheriff's Office costs associated with housing, processing, feeding, inmate health care and out-of-custody supervision.

As a result of AB109 and the possible overcrowding and additional expenses in the county correctional facility, alternative measures of incarceration have been implemented. Electronic monitoring, work release, etc are available and only those that do not present a risk to public safety will be considered for the programs. Work and educational programs for sentenced inmates are offered; as well as house arrest electronic monitoring programs.

In addition to the current patrol and correctional staff, the Sheriff's Office will provide two full-time deputy sheriffs and two correctional officers to monitor the inmates enrolled in these programs. These deputy sheriffs will also assist the Probation Department with its offender monitoring programs and needs, work both patrol and corrections, and serve as a liaison between the Courts, District Attorney's Office, and Probation.

Currently, Behavioral Health is scheduled to provide routine service to the correctional facility five days per week for two hours per day to meet with inmates on an "as needed or requested basis". Those who need additional services are referred by a Behavioral Health professional to a tele-psych counselling session. The tele-psych system is utilized at the correctional facility in order to enhance behavioral health services. The tele-psych physician will also prescribe medication for the inmates when needed.

Celebrate Recovery substance abuse counseling for inmates is a weekly program, on an as requested basis for two hours every Thursday. The above listed services are available to any inmate who requests to be seen by the service provider.

On Fridays, we provide a 3-hour block of time where inmates can participate in college correspondence course, work on obtaining a General Education Diploma or start the intake process for college course.

Behavioral Health provides three one-hour group sessions for the varying populations housed at the facility on Tuesday.

Bible study occurs for one-hour blocks on Monday and Tuesday.

On Monday, we provide three one and a half hour blocks of time for "Anger Management" for the individual populations. This course provides evidence-based programs and materials that can help clients recognize, overcome and control anger management challenges, thereby reducing criminal activity. The sessions are MRT, (Moral Recognition Therapy) certified.

A.A. is no longer occurring as we do not have an instructor at this point in time.

"Parenting", an MRT certified course is offered on Thursday morning. This course offers a cognitive behavioral program to help these parents overcome their struggles and succeed. This course is for the male and female inmate population.

On Wednesday, there is a two- and one-half hour block of time for "How to escape your prison". This is an interactive journaling exercise for inmates to address and learn to cope with their past and identify how to make changes in their behavior. *How to Escape Your Prison* is the primary MRT workbook used for adult offenders and adults in substance abuse treatment. The 152-page workbook is also used in programs for multiple DUI offenders. The workbook addresses all of the issues related to criminal thinking and criminal needs.

The *Mise En Place* which includes a culinary arts program that allows inmates the opportunity to earn a safe serve certificate, teaches basic culinary and baking skills as well as kitchen operation. The adult education classes have been streamed through Feather River College, I.S.P., (Incarcerated Student Program) and inmates can gain college credits while in custody. This program operates on Wednesday, Thursday and Friday.

24/7 Dad initiative class is not offered to incarcerated male inmates at this time as we do not have an instructor.

At this time, we are still offering the S.T.R.O.N.G. assessments, despite not having access to the program. The S.T.R.O.N.G. assessment helps determine an inmate's needs and services. This allows inmates to be placed in proper courses and services in order to best serve their rehabilitative needs.

Some inmate workers are also selected to participate in work programs off the facility grounds. This allows the inmate to gain work experience and better their chances for future employment upon release. We believe this is an important component of making inmates self- sufficient prior to release from our facility in order to reduce recidivism rates.

The current correctional facility has one room, the library that serves as the meeting room for courses and services. It can hold 10 inmates effectively, but there have been times where

over 20 inmates have been in the library for services. We will also utilize or recreation room if necessary. Additional rooms in a new facility will make it possible to run multiple services and course for longer durations of time. Additional staffing will make it easier, safer and quicker in moving inmates to program spaces and monitor inmates released on house arrest, work release and work furlough programs. Having up to date program spaces will enhance the learning environment for inmates and will help reduce the recidivism rate.

We have continued to provide M.A.T., Medicated Assisted Treatment for inmates who use have a history of opioid use or abuse. This program was initiated in the medical field throughout the nation and pushed into the criminal justice system and corrections in an effort to reduce opioid overdose deaths. We have seen the participants in this program range from one inmate to ten inmates at any given time being treated inside the facility. This has caused significant increases in prescribed medication purchased, counselling and medical treatment; each having a financial impact.

Project Overview: Briefly and concisely address the following areas in the order they are given. Not to exceed 2 pages.

- Goals and Deliverables: State the overall goal of this measurable project (an over arching statement about what the project hopes to achieve logically linked to a problem and its causes). This section should clearly communicate the intended results of the project. Briefly state what goods or services will be delivered to the target population and how this will help to achieve the goals of the agency.

**Reduce recidivism through initiating and providing additional services and programming. The overall goal is to assist inmates in transitioning from criminal activity to law abiding citizens who contribute to the betterment of our communities.**

- Clients to be served by the Proposed Project and Associated Expenses: Describe the client group that will be served in the proposed project. State how many clients will be served, how often they will be served and how they will be recruited. Also, identify and explain the following program cost(s):

- Daily Cost per Bed: Average daily cost to house an inmate is \$208.15 and the average AB109 inmate population is 10.  $(10 \times \$208.15 \times 365) = \$759,747.50$
- Cost per Class/Session:
- Cost per GED Test:
- Cost per FRC Application:
- Cost per Work Training:
- Cost per Work Uniform:
- Other (please explain):

**AB109 inmates incarcerated at the correctional facility and individuals on post release community supervision.**

- Performance Measures: Briefly describe what performance will be measured and how it will be measured to demonstrate the effectiveness of the program. Please include any definitions or explanations of formulas or instruments used.  
**Recidivism rate are monitored by Alternative Sentencing.**
- Service Area: Describe the specific geographic area (i.e. town) or location (i.e. school) where the proposed services will be delivered.  
**Plumas County – the vast and varied terrain and scattered population of the county make providing law enforcement and supervision a challenge.**
- Proposed Project Staff: Describe the staff needed for the proposed project including administrative, direct service, and support positions as well as volunteers to the extent possible. Include a summary of the major duties of each position involved in direct service. **Currently we have two correctional officers who assist and oversee and move inmates to and from programming. Our staff tracks attendance by inmates, assists programs by reviewing lessons, assisting with teaching and mentoring inmates enrolled in classes. We monitor all alternative custody inmates as well.**
- Collaboration for the Proposed Project: Identify the collaborative efforts that are most critical to the success of your proposed project. List the collaborations and how it will improve the service to clients. Please note that letters of cooperative agreements may be required for partnering agencies listed if this proposal is selected for funding. **There is collaboration between the Correctional Staff and Probation in dealing with inmates out on alternative custody and with those housed at the Plumas County Correctional Facility. We work together on routine contacts with probationers and share information as needed. Additionally, Probation works with our patrol staff on probation checks, searches and arrests. Patrol also assists Alternative Custody with checks on their clients as well when requested by their staff.**

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

JOB TITLE/ CLASSIFICATION	HOURS PER WEEK	HOURLY SALARY	TOTAL SALARY REQUIRED THIS FISCAL YEAR
Deputy Sheriff II	40	22.47	47,699.32
Deputy Sheriff II	40	24.76	50,341.68
Correctional Officer II	40	19.81	38,736.11
Correctional Officer II	40	21.85	45,622.80
<b>TOTAL PERSONNEL COSTS \$</b>			<b>182,399.91</b>

Overtime Costs	\$14,000.00
Holiday Pay	\$ 8,000.00

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

JOB TITLE/ CLASSIFICATION	JOB DUTIES
Deputy Sheriff II	SEE ATTACHED
Deputy Sheriff II	SEE ATTACHED
Correctional Officer II	SEE ATTACHED
Correctional Officer II	SEE ATTACHED

3. Show the actual rates and amounts for each of the following:

RATE	ANNUAL AMOUNT	AMOUNT REQUIRED THIS FISCAL YEAR
FICA/OASDI	9,703.83	9,703.83
Retirement	38,593.53	38,593.53
Workman's Comp	4,209.00	4,209.00
Unemployment Insurance	275.00	275.00
Health Insurance	23,300.16	23,300.16
OPEB Liability	9,999.00	9,999.00
Liability Insurance	1,559.00	1,559.00
Clothing Allowance	3,000.00	3,000.00

**TOTAL EMPLOYEE RELATED BENEFITS \$ 90,639.52**

## Contract Services

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services?

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR
Northfork Family Medicine	14,630.00
May Nursing Services	58,500.00
Joseph Schad – Medical Director	19,870.00
	<b>TOTAL CONTRACT SERVICES \$ <u>93,000.00</u></b>

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

Providing the AB109 inmate population with medical services as required by law. These amounts are less than the average AB109 inmate population of 27%. Service agreements for medical director, doctor and nursing services have been approved by County Counsel and the Board of Supervisors.

Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

*Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.*

## Non Personnel Costs

1. Complete the following:

TRAVEL (Cannot exceed State Travel Costs)	AMOUNT REQUIRED THIS FISCAL YEAR
Auto Mileage:      miles at      /mile	
Air Transportation	
Subsistence	
Training	

TOTAL TRAVEL \$ \_\_\_\_\_

2. Explain why the proposed travel is needed if not apparent from the project overview.

N/A

**Operating Expenses**

3. List anticipated expenses by category

AMOUNT REQUIRED THIS CALENDAR YEAR

Inmate Food	30,000.00
Household Expenses	4,000.00
Refuse Disposal	
Inmate Clothing & Personal Supplies	1,035.00
Vehicle Fuel	
Prescriptions & Pharmaceuticals *	16,000.00
Medical & Dental Expenses *	20,000.00
Testing Supplies	
Electric Charges	
Heating Oil	
Propane	
Water & Sewer Charges	
Electronic Monitoring Expenses	12,500.00
Overhead charges	14,218.00

**TOTAL OPERATING EXPENSES \$ 97,753.00**

**JUSTIFICATION OF OPERATING EXPENSES:**

Estimated average daily inmate population at 37. Average AB109 inmate population is 10. Therefore, 27% of the inmate expenses are for AB109 inmates. The prescription, medical & dental expenses are based on the total actual cost for AB109 inmates during FY 20/21. Electronic monitoring costs are incurred to help reduce the number of inmates incarcerated as a result of realignment. Overhead costs are the county's cost plan charges to this budget.

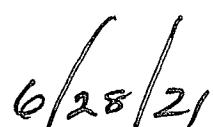
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**TOTAL PROPOSAL REQUEST \$ 485,792.00**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

PROJECT DIRECTOR

Signature: 

Date: 

Printed Name: Todd Johns

Title: Sheriff

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER**

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
APPLICATION FOR FUNDING**

**Application for CCP Funds  
Face Page**

Fiscal Year 2021-2022

Information Requested	Response
Name of Agency	Plumas Crisis Intervention & Resource Center
Agency Contact Information (operational) (name, address, telephone and e-mail)	Scott McCallum, Executive Director P. O. Box 3005, Quincy, CA 95971 530-283-5515 – smccallum@pcirc.com
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	Cathy Rahmeyer, Director of Operations P. O. Box 3005, Quincy, CA 95971 530-283-5515 – crahmeyer@pcirc.com
Name of Program	Ohana House Transitional Shelter
Is this a new or continuing program?	Continuing
Funding Requested from CCP	\$45,000
Funding received from CCP in prior years (specify year and amounts)	\$45,000.00 2020-2021 \$45,000.00 2019-20 \$45,000.00 2018-19 \$45,000.00 2017-18
Program Capacity (maximum number of participants program can serve)	Unlimited
Current Program Caseload (if applicable)	Varies
Program Cost per Unit (i.e. per bed, class, hour, etc.)	\$21.69 per bed per night

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER

## Program Narrative

Description of Applicant Agency: Briefly describe the agency's mission, the type of services provided, and the relationship of the proposed project to other projects operated by the agency. Please attach an organizational chart, which may be used to provide part of the requested information.

Plumas Crisis Intervention & Resource Center (PCIRC) was incorporated in 1983, beginning as a grassroots organization to provide a crisis line for Plumas County, and is a private, non-profit organization. PCIRC currently provides direct service programs to vulnerable populations such as the 24/7 Plumas-Sierra Crisis Line and Emergency Services; Mac Housing Program; Plumas CASA (Court Appointed Special Advocate) Program; Homeless Prevention & Rapid Re-Housing Services; Ohana House Transitional Shelter Program; Pathways Home (Emergency Shelter, Rapid Re-Housing including deposit and short/medium term rent assistance, and intensive case management support for transitioning offenders); Plumas Adult Re-entry Program/Warm Hand-Off Program; Plumas-Sierra SAFE: Sexual Assault-Freedom & Education Program; Veterans Services Programming; Emergency Utility Program; and a Community Access Technology Center. In addition, PCIRC serves as the fiscal agent to the local Food Banks and the Quincy Community Supper Program. Access to all health-related core program services has historically been provided through two community Family Resource Center & Homeless Day Shelter sites located in Quincy and Portola, each reflecting and responding to the individual identified needs of their communities. PCIRC also supports an office in Sierra County which provides Sexual Assault and Domestic Violence services as well as youth violence prevention services.

PCIRC provides approximately 17,500 direct services to individuals of all ages annually. The Plumas CASA Program serves an average of 20 children annually; Ohana House Emergency & Transitional Shelter serves an average of 20 individuals annually; Pathways Home serves an average of 75 transitioning offenders and parolees annually; and the agency serves an average of 1,500 individuals with homeless prevention and housing services annually.

This funding request will allow PCIRC to sustain the Ohana House Transitional Shelter for homeless and transitioning offenders and parolees in the 2021-22 service years. This investment will allow the agency to work closely with the Plumas County Probation Department, California Department of Corrections and Rehabilitation, Plumas County Behavioral Health and local justice system and other community partners to meet the housing and case management needs of homeless transitioning offenders and parolees.

A current organizational chart is attached for reference.

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER

**Problem Statement:** Describe the nature and scope of the problem the proposed project will address. Include relevant data and facts and statistics specific to the service area and/or target population to support the need for this type of service.

Prior to the development of Ohana House, Plumas County did not have any established homeless shelters or transitional housing programs for young adults and the homeless. The Ohana House program began to address the housing, health and wellness, and educational needs of youth and young adults aged 15-24 years. After six years of operations, PCIRC has reframed this model, opening services to an expanded array of populations. The program serves the homeless, young adults, transitioning offenders and parolees in collaboration with community and state partners.

The U. S. Department of Housing and Urban Development reports 161,548 individuals as homeless in California as of the last official count. This represents the highest number since 2007 and represents a 17% increase since 2018 and an additional 7% increase since 2019. The number of unsheltered Californians – living on the streets or in cars – has significantly grown this past year during the pandemic. In Plumas County, the annual Point in Time Count (PIT), where all homeless are counted on a single day in January, showed a total of 53 homeless in 2019. In the 2020 PIT count, this number rose to 115, which represents a 46% increase in local homelessness. In 2021, HUD determined that the PIT count would only include those sheltered due to the risk of spreading COVID-19. PCIRC operates the Plumas Adult Reentry Warm Hand-Off Program which has served well over 60 Post Release Community Supervision, California Department of Corrections and Rehabilitation parolees and other offenders who have completed probation/parole requirements over the past 24-month period. According to the National Alliance to End Homelessness, on a single night in 2019, 35,038 unaccompanied youth were counted as homeless – of those, 89% were between the ages of 18 and 24. More than 12,000 young adults are homeless in California. Plumas County 2020 PIT Count data shows that 11.3% of this population were previously in foster care and 5.2% were between the ages of 18-24. Statistics show that three out of four homeless young adults have a history in the foster care or juvenile justice system, or both. Each year approximately 700,000 individuals return home from state prisons in the United States and an additional 9 million are released from county jails. More than 10% of those coming in and out of prisons and jails are homeless in the months preceding and following their incarceration (Council of State Governments, 2016). Being homeless and unstably housed, heighten an individual's risk of reoffending (Andrews & Bonta, 1995).

Up to the 3<sup>rd</sup> Quarter CCP report, Ohana House has provided services to 20 residents in the 2020-21 fiscal year. Of this number, 8 participants were referred by Plumas County Probation, 2 participants were referred by California Department of Corrections & Rehabilitation, 3 were referred by Plumas County Behavioral Health and 7 were homeless and/or a cross or affiliated with above program partners. Crimes included 4 felonies, 2 misdemeanors and 2 parolees.

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER

In collaboratively working together with the Community Corrections Partnership, Plumas County Probation Department, California Department of Corrections & Rehabilitation, homeless partners, Ohana House will help PCIRC provide a housing intervention combined with an array of intensive case management, workforce development and educational services that have the potential to change the life path of residents while creating positive outcomes and strong independent community leaders.

Project Overview: Briefly and concisely address the following areas in the order they are given. **Not to exceed 2 pages.**

- Goals and Deliverables: State the overall goal of this measurable project (an over arching statement about what the project hopes to achieve logically linked to a problem and its causes). This section should clearly communicate the intended results of the project. Briefly state what goods or services will be delivered to the target population and how this will help to achieve the goals of the agency.
- Goal 1: Sustain services and programs at Ohana House Transitional Shelter.
- Goal 2: Provide emergency services, intensive case management, life-skills activities, classes and workshops to Ohana House residents utilizing evidence-based curriculums including access to peer and grief counseling.
- Goal 3: Provide application assistance with accessing benefits and providing resource and referral information. Assist in connecting participants to workforce development opportunities and/or higher education training.
- Goal 4: Increase the number of high-risk adults participating in a positive and successful program leading to permanent housing and independence.
- Goal 5: Decrease the number of days participants remain homeless and without support in Plumas County.
- Goal 6: Increase and expand relationships with community partners.
- Goal 7: Assist program participants in their transition from Ohana House Transitional Shelter to permanent housing and independence.
- Clients to be served by the Proposed Project: Describe the client group that will be served in the proposed project. State how many clients will be served and how often they will be served. Also, include how they will be recruited.

For the purposes of this funding request, PCIRC is asking the Community Corrections Partnership to continue its support of Ohana House Transitional Housing Program. This will allow PCIRC to work closely with the Plumas County Probation Department, and other partners to provide access to housing and case management supports for homeless

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER

adults. These efforts will help reduce the number of adults who must be placed in jail or in expensive out-of-county placements away from home and family. Ohana House is open to and continues to support adults placed on house arrest and will work with collaborative partners to provide wraparound services that help to get participants back on a positive track. Ohana House provides residents with needed clothing, hygiene supplies, educational materials, transportation to jobs and testing, and peer and grief support as identified. Participant medical, vision and dental needs are also addressed as part of their case management plan.

- Performance Measures: Briefly describe what performance will be measured and how it will be measured to demonstrate the effectiveness of the program. Please include any definitions or explanations of formulas or instruments used.

PCIRC tracks the delivery of Ohana House services through agency referrals, case management services, direct client supports, peer and grief support services and a multitude of other direct service categories provided to participants. The Homeless Management Information System (HMIS) is utilized to capture client history, intake information and program services, as required by the Department of Housing & Urban Development (HUD). Program effectiveness is measured by the length of time program participants remain permanently housed over a three-six-twelve-month period as well as improvements in securing employment, increasing family income and recidivism reductions.

- Service Area: Describe the specific geographic area (i.e. town) or location (i.e. school) where the proposed services will be delivered.

The service area for this program is countywide in Plumas County.

- Proposed Project Staff: Describe the staff needed for the proposed project including administrative, direct service, and support positions as well as volunteers to the extent possible. Include a summary of the major duties of each position involved in direct service.

PCIRC utilizes an Ohana House Program Manager and multiple House Parents offering 24/7 availability and overnight supervision of program participants to address their ongoing needs. PCIRC staff screen potential clients through a coordinated entry process utilizing a Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) which rates the individual/family need for homeless services. Activities include the provision of intensive case management services, peer and grief counseling and access to resources and benefits. Staff also maintain established relationships with landlords throughout the county to provide access to housing options. Additional PCIRC staff members provide their expertise in accessing other sources of individual and family support such as CalFresh, Medi-Cal, FRC financial aid (if applicable), Cal Works, Social Security benefits, workforce development and other life sustaining supports. All health, behavioral health, vision, and dental needs are addressed as well. The agency addresses all the identified needs of adults and families to assist in solving barriers to education, workforce

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER

development, food insecurity and housing permanency and independence. All PCIRC program services are monitored and supervised by the Executive Director who also provides bilingual translation services and hands-on support to program participants through direct services and peer counseling.

- Collaboration for the Proposed Project: Identify the collaborative efforts that are most critical to the success of your proposed project. List the collaborations and how it will improve the service to clients. Please note that letters of cooperative agreements may be required for partnering agencies listed if this proposal is selected for funding.

PCIRC has collaborated with many agencies and organizations throughout the Tri-County area since its inception. The Pathways Home Program collaborative partners include Plumas County Probation Department, Plumas County Behavioral Health, Plumas County District Attorney, Alternative Sentencing Program, Plumas County Sheriff, Plumas County Jail, Plumas Rural Services, Plumas County Veterans Services, Plumas County Office of Education, Plumas County Community Development Commission, Lassen-Plumas-Sierra Community Action Agency, Plumas County Public Health, Plumas County Social Services, California Department of Corrections and Rehabilitation and other county and local program services including hospitals and emergency services providers.

The Ohana House Emergency & Transitional Housing Program has been an extremely successful program and is in its fifth year of services supported by CCP. PCIRC is a natural match for the continuance of this much needed housing model in Plumas County. Residents enjoy full access all PCIRC programming.

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER**

**PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP  
PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

<b>JOB TITLE/ CLASSIFICATION</b>	<b>HOURS PER WEEK</b>	<b>HOURLY SALARY</b>	<b>TOTAL SALARY REQUIRED THIS FISCAL YEAR</b>
Executive Director	1 x 48	\$35.00	\$1,680.00
Director of Operations	5 x 48	\$33.00	\$7,920.00

**TOTAL PERSONNEL COSTS \$** \$9,600.00

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

<b>JOB TITLE/ CLASSIFICATION</b>	<b>JOB DUTIES</b>
Executive Director	Supervise and manage all PCIRC programs and deliverables.
Director of Operations	Provide program/fiscal support, data reporting, grief counseling, intensive case management, entry screening, access to benefits/jobs/education, experiential learning

3. Show the actual rates and amounts for each of the following:

<b>RATE</b>	<b>ANNUAL AMOUNT</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>
FICA		\$768.00
Retirement		
Workman's Comp		\$86.00
Unemployment Insurance		\$86.00
Health Insurance		\$1,250
Other Insurance		

**TOTAL EMPLOYEE RELATED BENEFITS \$** 2,190.00

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER**

**Contract Services**

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services?

<b>NAME OF CONTRACTOR</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>

**TOTAL CONTRACT SERVICES \$ 0**

3. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

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Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

***Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.***

**Non Personnel Costs**

1. Complete the following:

<b>TRAVEL (Cannot exceed State Travel Costs)</b>	<b>AMOUNT REQUIRED THIS FISCAL YEAR</b>
Auto Mileage:      miles at      /mile	
Air Transportation	
Subsistence	
Other (describe)	

**PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER**

**TOTAL IN-STATE TRAVEL \$ 0**

2. Explain why the proposed travel is needed if not apparent from the project overview.

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**Operating Expenses**

3. List anticipated expenses by category. Please be specific.

**AMOUNT REQUIRED THIS CALENDAR YEAR**

	<b>AMOUNT REQUIRED THIS CALENDAR YEAR</b>
Postage	
Utilities	\$ 4,200
Lease/Rental	\$12,000
Printing	
Maintenance	
Consumable Supplies (specify) (i.e. workbooks)	\$3,510
Other Costs: Daily Cost per Bed: Cost per Class/Session: Cost per GED Test: Cost per FRC Application: Cost per Work Training: Cost per Work Uniform:	Stipends for overnight Ohana House Managers - \$75.00 per night x 180 Nights = \$13,500

**TOTAL OPERATING EXPENSES \$ 33,210.00**

**JUSTIFICATION OF OPERATING EXPENSES:**

Operating costs are calculated as follows: Utilities - \$350 x 12 months = \$4,200; Rent/Lease \$1,000 x 12 - \$12,000;  
consumables include household maintenance items, food for family dinners, and hygiene/clothing supplies for  
residents - \$3,510 over a one-year period. Ohana House Manager stipends - \$75/night x 180 nights = \$13,500.

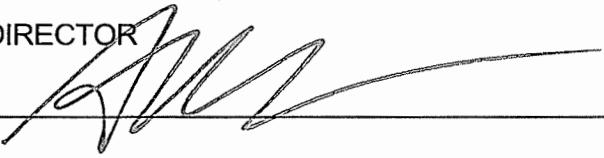
PLUMAS CRISIS INTERVENTION & RESOURCE CENTER  
OHANA HOUSE TRANSITIONAL SHELTER

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**TOTAL PROPOSAL REQUEST \$ 45,000.00**

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Community Corrections Partnership (CCP) for the acceptance of funding.*

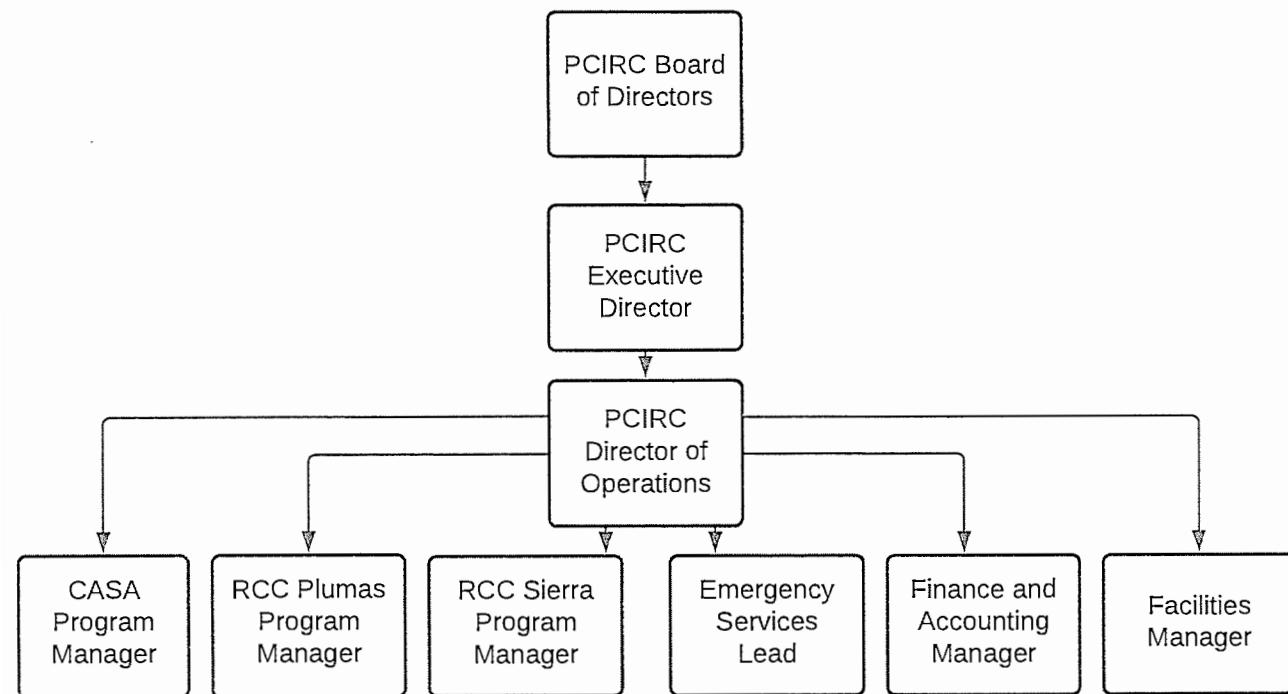
PROJECT DIRECTOR

Signature: 

Date: 7/7/21

Printed Name: Scott McCallum

Title: Executive Director



**Index**  
**Board of Directors**

Kitty Gay  
Scott Quade  
Dan Henson  
Robert Bondon  
Christina Gaudio  
James Wilson  
Sara Patrick  
Josh MacLean

**Executive Director**

Scott McCallum

**Director of Operations**

Cathy Rahmeyer  
**CASA Program Manager**

Melissa Lopez

**RCC Plumas Program Manager**

Michelle Ridley

**RCC Sierra Program Manager**

Suzanne Shelton

**Emergency Services Lead**

Kristen Quade

**Finance and Accounting Manager**

Kristen Quade

**Facilities Manager**

Cathy Rahmeyer